



SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

THURSDAY, OCTOBER 5, 2017

455 EAST CALAVERAS BOULEVARD, MILPITAS, CA

6:00 P.M. (CLOSED SESSION)

7:00 P.M. (PUBLIC BUSINESS)

SUMMARY OF CONTENTS

I. CALL TO ORDER by Mayor and ROLL CALL by City Clerk

II. ADJOURN TO CLOSED SESSION (6:00 PM)

(a) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(4) – City as Plaintiff

(b) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2) – City as Defendant

III. CLOSED SESSION ANNOUNCEMENT: Report on action taken in Closed Session, if required pursuant to Government Code Section 54957.1, including the vote or abstention of each member present

IV. PLEDGE OF ALLEGIANCE (7:00 p.m.)

V. PUBLIC FORUM

Those in the audience are invited to address City Council on any subject not on tonight's agenda. Speakers must come to the podium, state their name and city of residence for the Clerk's record, and limit their remarks to three minutes. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. However, the Council may instruct the City Manager to place the item on a future meeting agenda.

VI. ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

VII. APPROVAL OF AGENDA

VIII. UNFINISHED BUSINESS

- 1. Receive Staff Report on City Budget Process (Staff Contact: Will Fuentes, 408-586-3111)**
- 2. Receive Report and Consider Introduction of Ordinance No. 289.1 Amending Chapter 2 and Chapter 4 of Title I of the Municipal Code to Relating to Purchasing and Contract Authority (Staff Contact: Will Fuentes, 408-586-3111)**
- 3. Review List for City Council of Items Due Back for Response from City Staff (Staff Contacts: Steve Pangelinan, 408-586-3051 and Mary Lavelle, 408-586-3001)**
- 4. Per Request of Mayor, Consider Approving More than 4 Hours of Staff to Return to Council with a Comprehensive Homeless Strategy (Contact: Mayor Tran, 408-586-3029)**

5. **Per Request of Councilmember Barbadillo, Update Discussion on the City's Inclusionary Housing Mandate and Housing Impact Fees (Contact: Councilmember Barbadillo, 408-586-3024)**
 6. **Receive Updated Information Responding to Council Input and Consider Adopting a Resolution to Amend the By-Laws of the Milpitas Planning Commission, and Discuss City of Milpitas Commissions and Process for Commission Appointments (Staff Contact: Steve Pangelinan, 408-586-3050)**
 7. **Adopt a Resolution Approving the Site Development Permit for Construction of a 1,072 square foot Carport with Rooftop Solar Photovoltaic System, Adjacent to an Existing Bungalow and Residence in the Hillside at 430 Evans Road (Staff Contact: Lillian Hua, 408-586-3073)**
 8. **Adopt a Resolution Amending the City's Classification Plan to Re-Assign Police Support Services Manager to Unrepresented and Adjust Salary Range (Staff Contact: Tina Murphy, 408-586-3086)**
 9. **Approve Amendment No. 1 to the Agreement with SCS Engineers to Extend the Term of the Agreement for On-Call Environmental Engineering and Testing Services for Various Capital Improvement Projects (Staff Contact: Steve Erickson, 408-586-3301)**
 10. **Approve and Authorize the City Manager to Execute Consultant Services Agreement with RMC Water and Environment for Support on the Bay Area Rapid Transit Project, CIP No. 4265 and Montague Expressway Widening Project, CIP No. 4179 (Staff Contact: Steve Chan, 408-586-3324)**
 11. **Approve and Authorize the City Manager to Execute Amendment No. 1 to the Common Interest, Privilege and Confidentiality Agreement with Tributary Agencies of San José/ Santa Clara Regional Wastewater Facility (Staff Contact: Nina Hawk, 408-586-2603)**
- IX. REPORTS OF MAYOR & COUNCILMEMBERS – from the assigned Commissions, Committees and Agencies**
- X. ADJOURNMENT**

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions and other agencies of the City exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and the City operations are open to the people's review. For more information on your rights under the Open Government Ordinance or to report a violation, contact the City Attorney's office at Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, CA 95035 e-mail: cdiaz@ci.milpitas.ca.gov / Phone: 408-586-3040

The Open Government Ordinance is codified in the Milpitas Municipal Code as Title I Chapter 310 and is available online at the City's website www.ci.milpitas.ca.gov by selecting the Milpitas Municipal Code link.

Materials related to an item on this agenda submitted to the City Council after initial distribution of the agenda packet are available for public inspection at the City Clerk's office at Milpitas City Hall, 3rd floor 455 E. Calaveras Blvd., Milpitas and on the City website.

All City Council agendas and related materials can be viewed online here:
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Bicycle Pedestrian Advisory Commission
Community Advisory Commission
Economic Development Commission
Emergency Preparedness Commission
Library Commission
Parks, Recreation & Cultural Resources Commission
Recycling & Source Reduction Advisory Commission
Sister Cities Commission
Telecommunications Commission
Youth Advisory Commission

Commission application forms are available online at www.ci.milpitas.ca.gov or at Milpitas City Hall. Contact the City Clerk's office at 408-586-3003 for more information.

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-3122

对中国人来说，请用 408-586-3263

Para sa mga Tagalog, tawagan 408-586-3051

Para español, llame 408-586-3232

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AGENDA REPORTS

VIII. UNFINISHED BUSINESS

1. Receive Staff Report on City Budget Process (Staff Contact: Will Fuentes, 408-586-3111)

Background: On August 28, 2017, the City Council Finance Subcommittee met with City staff to discuss the budget process and ideas for increasing Council and public input into that process. A copy of the meeting agenda is provided in the Council's agenda packet. Proposed ideas for increasing Council and public input into the budget process are discussed in this report. More detailed discussions regarding budget policy, such as use of potential annual operating surpluses, will occur in future reports. As a note, the City is still closing its accounting records for the prior fiscal year and staff tentatively plans to present the Fiscal Year (FY) 2016-17 unaudited financial report on October 17, 2017. Since the exact amount of a potential General Fund operating surplus for last fiscal year would be known then, it will allow for a more meaningful policy discussion regarding use of current and future potential operating surpluses.

The focus of this report is on the budget process. During the last budget preparation cycle for FY 2017-18, City Council had limited input into the process until April, May and June 2017, when a number of Capital Improvement Program (CIP) and Operating Budget community meetings, study sessions, and public hearings occurred. By this point, the budget was largely developed and significant changes were not possible; lest risk not adopting a budget by June 30. The City's fiscal year starts July 1 and a public agency may not spend funds without the legal authorization to do so. Council adoption of the budget legally authorizes those funds.

Thus, staff proposes several changes to the FY 2018-19 budget process which will increase Council and public input and allow staff to receive necessary direction prior to budget development. These changes are listed in staff recommended order of occurrence:

- ***Budget Education Workshop*** (November 2017) - Several members of City Council are new to the City of Milpitas or to city government. Since accounting and budgeting for city governments is different than that of the private sector or other governmental agency types, a budget education workshop provided by the Director of Financial Services and others is proposed for the benefit of Council. In this workshop, staff could discuss topics such as best practices for operating and capital budgeting, current City budget guidelines and fiscal policies, discretionary vs. non-discretionary funding, 5-year General Fund projections, methods for community engagement and a draft budget process calendar. A half-day workshop on November 4, 2017 is recommended, but the length and date could be modified based upon Council needs and availability.
- ***Increased Community Engagement*** (December 2017 – January 2018) - The second recommended change is to increase public input through use of both online tools and community meetings. In regards to online tools, there are several available externally and these can be used to poll a wide cross-section of Milpitas residents and businesses. An online poll could also be provided by internal City Information Services (IS), but it will be dependent upon current workload and the ability to provide demographic data, restrict polling to only Milpitas residents and businesses, and properly monitor submitted comments. If utilizing external resources is warranted, staff will come back to Council at a later date to discuss costs and a recommended choice. Online polling is recommended to occur in December and January.

In regards to community meetings, the City held several in the past and such meetings should still play a vital role in budget preparation. However, community meetings garnered limited participation and were not held early enough in the last budget process to make a meaningful impact. Thus, staff recommends that the first community meetings be held in December and January concurrent to online polling discussed above. So as to ensure success and participation by all appropriate interest groups, staff not only suggests that the meetings be publicized in traditional print and electronic mediums, but also that individual invitations be sent to as many business, faith, school, and community leaders as possible. While the first community meetings could be held in December or January, staff recommends that other community meetings, study sessions, and public hearings continue to be held in April and May. This will allow staff and all departments time to develop the budget based upon Council and public input received prior and present high quality draft CIP and Operating Budget documents for consideration and possible modification.

- ***Facilitator Led Budgetary Strategic Planning*** (late January or early February 2018)
- The third recommended change is to hold an all-day facilitator led Budgetary Strategic Planning session with the City Council and Senior Management Team in late January or early February 2018; dependent on Council, staff, and facilitator availability. Staff reached out to several potential facilitators recommended by other cities, but not all are available due to current workload. Nevertheless, one facilitator is potentially available and staff likes the facilitator's recommended approach. This facilitator could also assist in the planning and facilitation of community budget workshops discussed previously. Therefore, the facilitator is preparing a proposal which will provide a detailed description of approach and costs.

City staff acknowledges the existing City of Milpitas Strategic Plan adopted in 2015. City Council may choose to review that plan and/or build upon that plan. Staff's desired facilitator recommends that approach. Alternately, Council may begin anew to create a new document.

As of this report date, staff's desired facilitator is proposing a two-step process to Budgetary Strategic Planning. This process could be modified if the desired facilitator is ultimately not available and another facilitator is chosen. If another facilitator that uses a different methodology is chosen, staff will provide an update to Council. Staff will work to secure a facilitator that offers a similar methodology; unless Council directs staff otherwise.

The first step in the tentatively proposed Budgetary Strategic Planning process will be to individually interview each member of the City Council and the Senior Management Team so as to determine the areas deemed most important to ensure the future success of the City. These pre-planning interviews could occur over one day or over several days prior to the Budgetary Strategic Planning session and will help the Council, staff and facilitator in developing an agenda for the second step in the process. The second step in the tentatively proposed process will be to hold an all-day facilitator led Budgetary Strategic Planning session. It is again recommended that this occur in late January or early February 2018. Staff had previously discussed holding this session prior to community engagement. However, after looking at best practices used in other agencies and talking to various facilitators, it is recommended that this session occur after community engagement. This will allow for the community to have a more meaningful voice in the process and sufficient time for pre-planning activities prior to the session so as to ensure success.

- ***Monthly Status Updates*** - The fourth and final recommended change is for the Director of Financial Services to provide monthly updates to the City Council during the internal development stage of the budget, which normally occur January through

April. These monthly updates will focus on new projects and programs being proposed by departments, potential changes in base revenue and expenditure projections, and any other items which impact the budget. This will allow the Council and public to provide continuous input during budget development and for staff to adjust course more quickly based upon that input. Thus, by the time the CIP and Operating Budget are scheduled to be adopted in May, they will encapsulate and represent as much Council and public input as possible.

Fiscal Impact: None

Recommendation: Per request of Council, receive staff report on the City's budget process and provide further feedback and recommendations.

Attachments: Council Finance Subcommittee agenda + meeting minutes of 8/28/2017

2. Receive Report and Consider Introduction of Ordinance No. 289.1 Amending Chapter 2 and Chapter 4 of Title I of the Municipal Code to Relating to Purchasing and Contract Authority (Staff Contact: Will Fuentes, 408-586-3111)

Background: At the August 1 City Council meeting, staff presented a report concerning City Manager Contract Authority. Findings of that staff report and presentation are summarized:

- Current City Manager Contract Authority is set at \$100,000 maximum per Chapter 4 (Contract Authority) of Title I of the Milpitas Municipal Code.
- To improve operational efficiency, limit was changed from \$20,000 on June 2, 2015 (Ordinance No. 289).
- Regular reporting was scheduled to occur after change, but has not occurred yet.
- 174 contracts, totaling \$5.6 million and averaging \$32,000 each, were approved last 3 Fiscal Years under City Manager authority.
- 72 of 174 or 41% of contracts were above prior \$20,000 limit.
- A survey of all cities in Santa Clara, San Mateo and Alameda County was performed.
 - Average City Manager Contract Authority of \$59,000 or \$1.23 per capita in San Francisco Bay Area.
 - Average City Manager Contract Authority of \$63,000 or \$1.21 per capita in San Santa Clara County.
 - Gilroy, Santa Clara, Sunnyvale, Burlingame, San Mateo, Fremont, and Livermore are all similar to Milpitas at \$100,000 total.
 - Cupertino is highest at \$175,000.
 - If Milpitas' population of 75,410 is multiplied by average per capita of \$1.23, it would equal a City Manager Contract Authority of \$93,000.

Additional considerations not discussed during the August 1 presentation:

- 140 contracts, totaling \$4.4 million and averaging \$31,000 have been approved since City Manager Contract Authority was increased to \$100,000 June 2, 2015.
- Reporting was not mandated by Ordinance No. 289. Nevertheless, it was planned and discussed during Ordinance adoption.

As a result of the August 1 presentation, Council requested several options for regular reporting on City Manager approved contracts and potentially modifying the level of City Manager Contract Authority.

Reporting

In regards to reporting, Councilmember Nuñez requested that contracts be brought forth to Council for ratification in the next regularly scheduled Council meeting immediately

following City Manager approval. Staff does not recommend this approach since it would effectively be lowering City Manager Contract Authority to \$0. The purpose of Council delegating a level of Contract Authority to the City Manager is so that the City Manager, in his or her assigned role of Chief Executive Officer for the organization, can use his or her managerial judgement to execute and legally enter into contracts without the need for additional approval or delay. This is standard practice in both the public and private sector to insure operational efficiency, with the only deviation being level of authority.

Nevertheless, transparency is very important and staff recommends regular monthly reporting to the Finance Sub-Committee of all contracts approved under City Manager Contract Authority during the prior month. This would be for review purposes only and to ask questions of staff on particular contracts of interest. Contracts that warranted additional review would be sent to the full body of the City Council at the next available meeting. Contracts could then be terminated by Council after additional review and inquiry, but only if the contracts in question a) violated federal, state, or local statutes or codes, b) presented a conflict of interest for City staff requesting contract and/or City Manager approving contract, or c) were to engage a vendor that has previously been found guilty of violating federal, state, or local statutes or codes as it relates to public or private sector procurement. These new requirements shall be detailed and added to Title 1 of the Milpitas Municipal Code as Section 5 (Reporting on Contract Authority of the City Manager) by Ordinance No 289.1.

Level of City Manager Contract Authority

On a per capita basis, Milpitas is very similar to other public agencies in terms of City Manager Contract Authority. Again, if Milpitas' population of 75,410 were multiplied by the average Bay Area City Manager Contract Authority of \$1.23 per capita, it would equal a City Manager Contract Authority of \$93,000. At \$100,000, the current level of City Manager Contract Authority is within an acceptable level of deviation and staff does not recommend lowering it at this time since operational efficiency would be diminished.

Nevertheless, if it is the desire of Council to modify the level of City Manager Contract Authority, Ordinance No. 289.1 (attached) will be revised to reflect whatever level is chosen. Whether the level of City Manager Contract Authority is kept the same or modified by Council, the City should also revise other sections of its Municipal Code which are out of alignment with Chapter 4 (Contract Authority) of Title I or don't reflect current practices as it relates to eProcurement and Cooperative Purchasing Agreements. These sections are detailed in the redlined version of Ordinance No. 289.1.

Fiscal Impact: None

Recommendations:

1. Receive staff report on City Manager Contract Authority.
2. If desired, direct the City Attorney to read the title of Ordinance No. 298.1.
3. Move to waive first reading beyond the title and introduce Ordinance No. 289.1 with the level of City Manager Contract Authority to remain the same or modified as directed by Council.

Attachment: Draft Ordinance No. 289.1

3. **Review List for City Council of Items Due Back for Response from City Staff (Staff Contacts: Steve Pangelinan, 408-586-3051 and Mary Lavelle, 408-586-3001)**

Recommendation: review list (in agenda packet) and provide additional input on the draft document, prepared by City Clerk for the Council.

Attachment: List of Items Requested by City Council

4. **Per Request of Mayor, Consider Approving More than 4 Hours of Staff to Return to Council with a Comprehensive Homeless Strategy (Contact: Mayor Tran, 408-586-3029)**

Recommendation: Consider Mayor's request and if desired, approve more than four hours of staff time toward a plan for a comprehensive homeless strategy for City of Milpitas.

Attachment: None

5. **Per Request of Councilmember Barbadillo, Update Discussion on the City's Inclusionary Housing Mandate and Housing Impact Fees (Contact: Councilmember Barbadillo, 408-586-3024)**

Recommendation: Councilmember Barbadillo requested to discuss the topic of affordable housing with his colleagues.

Attachment: None

6. **Receive Updated Information Responding to Council Input and Consider Adopting a Resolution to Amend the By-Laws of the Milpitas Planning Commission, and Discuss City of Milpitas Commissions and Process for Commission Appointments (Staff Contact: Steve Pangelinan, 408-586-3050)**

Background: Per request of the Milpitas Planning Commission in September 2016 to consider potential amendments to its rules and regulations, staff worked with Planning Commissioners to clean up existing language and draft a revised version of the by-laws. On August 1, 2017, the Planning Commission's recommendations were discussed by the Milpitas City Council. Council directed to staff to bring forward a Resolution to effectuate the proposed by-law amendments. Council is requested to adopt a resolution approving all amendments to the by-laws. Included in the agenda packet are copies of the Planning Commission by-laws showing all tracked changes and a final revised version.

In addition, Councilmembers have expressed an interest to discuss the 14 Council-appointed City of Milpitas Commissions, and the process for appointing residents to those bodies.

Recommendations:

- 1) If desired, adopt a resolution approving the updated By-Laws of the Milpitas Planning Commission.
- 2) Discuss City Commissions and process of appointments. Direct staff, as requested.

Attachments:

- a) Resolution + Exhibit (final copy of PC By-Laws)
- b) Red-lined edition of Planning Commission By-Laws

7. **Adopt a Resolution Approving the Site Development Permit for Construction of a 1,072 square foot Carport with Rooftop Solar Photovoltaic System, Adjacent to an Existing Bungalow and Residence in the Hillside at 430 Evans Road (Staff Contact: Lillian Hua, 408-586-3073)**

Background: The City received an application to construct a 1,072 square foot carport with rooftop solar photovoltaic system, adjacent to an existing bungalow and residence in the hillside. The project site is a developed 5.1 acre parcel located along Evans Road. The property is zoned as R1-H in the Hillside Combining District and the General Plan designation is Hillside Very Low Density.

The Planning Commission unanimously recommended approval of the Site Development Permit for the project on August 23, 2017. Commissioners determined the project is

consistent with the policies and guiding principles identified in the General Plan, and satisfies the requirements specified in the Zoning Ordinance. The project's architectural design and site planning is aesthetically compatible with the neighboring homes. The project meets the development standards set forth by the Zoning Code and incorporates earth tone colors, complementing the surrounding color palette.

Environmental: A categorical exemption pursuant to Section 15303(e) of the CEQA Guidelines – New Construction or Conversion of Small Structures, has been applied to this project. Section 15303(e) includes, but limited to, the construction of accessory structures including garages, carports, patios, swimming pools, and fences. The project's proposed new construction of a carport with a rooftop solar photovoltaic system are within a residentially zoned area.

Fiscal Impact: None.

Recommendation: Adopt a resolution approving Site Development Permit No. SD17-0009 to construct a new carport with rooftop solar photovoltaic system on a 5.1 acre site located at 430 Evans Road.

Attachments:

- a) Resolution
- b) Planning Commission Meeting Minutes 8/23/2017
- c) Planning Commission Staff Report 8/23/2017
- d) Project Plans
- e) Milpitas Fire Department Memorandum 6/12/2017

8. Adopt a Resolution Amending the City's Classification Plan to Re-Assign Police Support Services Manager to Unrepresented and Adjust Salary Range (Staff Contact: Tina Murphy, 408-586-3086)

Background: Amendments to the Classification Plan are periodically required to account for organizational changes and changes in job responsibilities. The proposed amendment reflects the following change. The classification of Police Support Services Manager was approved in the Fiscal Year 2017-2018 Operating Budget. This classification was originally assigned to the Mid-Management and Confidential Unit ("Mid-Con") with an annual salary of \$104,237 - \$138,983.

The job description for Police Support Services Manager was recently finalized and job duties indicate that this position would be best served as an unrepresented position. The Police Support Services Manager classification will be assigned to oversee the 9-1-1 Communications Center and Records Unit at the Milpitas Police Department, which includes 24.5 positions. The classification has administrative and management oversight of employees in the Communications Center and Records Unit, and will prepare and monitor the operating budget for these two sections of the Police Department.

Fiscal Impact: The recommended annual salary range for the position of Police Support Services Manager is \$112,500 - \$157,500. Increasing the salary range to the proposed amount will result in an increase of \$18,517 for FY 2017-18. No change to the funding for this position will be needed since the increase can be covered by salary savings from the position not filled for the full fiscal year.

Recommendation: Adopt a resolution amending the Classification Plan to re-assign the Police Support Services Manager from the Mid-Con bargaining unit to the Unrepresented Employees group and adjust the annual salary range for Police Support Services Manager to \$112,500 - \$157,500.

Attachment: Resolution + Exhibit (job classification)

9. **Approve Amendment No. 1 to the Agreement with SCS Engineers to Extend the Term of the Agreement for On-Call Environmental Engineering and Testing Services for Various Capital Improvement Projects (Staff Contact: Steve Erickson, 408-586-3301)**

Background: On October 7, 2014, the City entered into a consultant agreement with SCS Engineers in the amount of \$250,000 to provide on-call environmental engineering and testing services for various capital improvement projects. Services provided include sampling and testing of soil, air and groundwater to verify if those contain contamination or hazardous substances, and to provide recommendation for clean-up and disposal. SCS also provides routine site assessments, and geotechnical review as required to assist staff with the design and construction of various Capital Improvement Projects such as the sports center synthetic turf sports field, and for repair of roadway damage due to wet subgrade. Of the original \$250,000 base contract, \$43,593 has been spent to date, leaving \$206,407 remaining for additional on-call services. Therefore, no additional funding is requested.

Staff recommends the SCS Engineers agreement be extended for an additional term of two years from October 7, 2017 to October 7, 2019 to allow SCS to continue providing on-call services to the City. Amendment No. 1 to the Agreement with SCS Engineers is proposed for these additional services.

Fiscal Impact: Amendment No. 1 is to extend the term of the agreement only and no additional funding is requested.

Recommendation: Approve Amendment No. 1 to the Agreement with SCS Engineers to extend the term of the Agreement for On-Call Environmental Engineering Services for various Capital Improvement Program projects from October 7, 2017 to October 7, 2019.

Attachment: Amendment No. 1

10. **Approve and Authorize the City Manager to Execute Consultant Services Agreement with RMC Water and Environment for Support on the Bay Area Rapid Transit Project, CIP No. 4265 and Montague Expressway Widening Project, CIP No. 4179 (Staff Contact: Steve Chan, 408-586-3324)**

Background: Santa Clara Valley Transportation Authority (VTA) continues to move forward on the construction of the BART Extension and Montague Expressway Widening projects. RMC Water and Environment had provided water and sewer utility installation and relocation design review for the City during the design stages of these projects. Water and sewer engineering support services are needed to complete the construction and project close-out phases of these projects. Since RMC Water and Environment is familiar with the project scopes, they are most suited to provide the needed water and sewer engineering services to complete these projects.

The proposed RMC Water and Environment consultant services agreement has a total not-to-exceed sum of \$10,000 and agreement term to December 31, 2018.

California Environmental Quality Act: The action is not considered a project under CEQA as there will be no direct, or reasonably foreseeable indirect physical change in the environment.

Alternative: If this agreement is not approved, staff will not be available to provide support to projects which will impact construction and inspection of City infrastructure.

Fiscal Impact: None. There are sufficient funds in the project budgets. The City's Master Agreement with VTA allows reimbursement of City consultant costs for BART extension support services.

Recommendation: Approve and authorize the City Manager to execute Consultant Services Agreement with RMC Water and Environment for support on the Bay Area Rapid Transit Project, CIP No. 4265 and Montague Expressway Widening Project, CIP No. 4179.

Attachment: Agreement with RMC

11. Approve and Authorize the City Manager to Execute Amendment No. 1 to the Common Interest, Privilege and Confidentiality Agreement with Tributary Agencies of San José/ Santa Clara Regional Wastewater Facility (Staff Contact: Nina Hawk, 408-586-2603)

Background: The City of Milpitas currently discharges its wastewater effluent from the City owned and operated collection system to the San José/Santa Clara Regional Wastewater Facility ("RWF"). The City of San José is the majority owner of the RWF, the City of Santa Clara is a minority owner, with the following tributary agencies: West Valley Sanitation District, Burbank Sanitary District, Cupertino Sanitary District, County Sanitation District 2-3 and City of Milpitas ("Tributary Agencies").

The RWF requires significant rehabilitation totaling \$2.2 billion over a 20 year period which is captured in a formal planning document known as the Plant Master Plan. To satisfy the Plant Master Plan, significant financial contributions from City of San José, City of Santa Clara and the Tributary Agencies are required. Milpitas is required to pay its fair share, which based on preliminary information provided by the City of San José, will fluctuate over the 20 year period. Three financing vehicles are being considered by the RWF including long term financing (e.g. Bonds), SRF (state revolving fund) loans, and short term financing (e.g. commercial paper). It is evident given these significant contributions, the City will need to consider these financing vehicles as a means to provide for rate stabilization and inter-generational rate equity among its sewer ratepayers. City of Santa Clara and the Tributary Agencies have been asked to confirm their participation in these financing vehicles so that City of San José can develop Master Agreement Amendments. The City has potential to finance with City of San José, independently or externally with other parties.

On August 11, 2015, City Council authorized the City Manager to enter into a Common Interest, Privilege and Confidentiality Agreement with the Tributary Agencies. City Council authorized litigation against the RWF on September 11, 2017. The proposed amendment updates the terms of the agreement to address the pending litigation as well as to make minor changes to the wording of the current agreement. The Agreement will allow the Parties to exchange legal information and advice regarding the RWF without the risk of waiving or diminishing any applicable privileges or protections. The Amendment No. 1 is currently being brought forward to respective governing bodies for approval during the month of October 2017.

Fiscal Impact: There is no fiscal impact associated with this Agreement amendment.

Recommendation: Approve Amendment No. 1 to the Common Interest, Privilege and Confidentiality Agreement with West Valley Sanitation District, Cupertino Sanitary District, County Sanitation District 2-3 and Burbank Sanitary District of the San José/Santa Clara Regional Wastewater Facility and direct the City Manager to execute the amendment in a form approved by the City Attorney.

Attachment: None

- IX. REPORTS OF MAYOR & COUNCILMEMBERS – from the assigned Commissions, Committees and Agencies**
- X. ADJOURNMENT**

NEXT REGULAR CITY COUNCIL MEETING
TUESDAY, OCTBER 17, 2017



CITY COUNCIL FINANCE SUBCOMMITTEE Meeting Minutes

Date/Time: Monday, August 28, 2017 at 5:30 pm,
Milpitas City Hall, Committee Conference Room

Attendees: Vice Mayor Grilli; Councilmember Nuñez,
Acting City Manager Steve Pangelinan, Finance
Director Will Fuentes; Assistant Finance Director Jane
Corpus; and Recording Secretary Rachele Currie

- I. **Flag Salute:** Councilmember Nuñez led the Pledge of Allegiance.
- II. **Call to Order:** Vice Mayor Grilli called meeting to order at 5:30pm.
- III. **Approval of Agenda:** Councilmember Nuñez motioned and seconded by Vice Mayor Grilli to approve the agenda as submitted. Approved unanimously.
- IV. **Approval of Minutes:** Councilmember Nuñez motioned and seconded by Vice Mayor Grilli to approve the March 15, 2017 as submitted. Approved unanimously
- V. **Public Forum (Please *limit comments to 3 minutes*)** – None
- VI. **Items for Discussion**

Vice Mayor Grilli commented that the goal is to create a budget process involving Council and public input before staff gets into the heart of crunching numbers for draft budget proposal. The Vice Mayor is thinking of incorporating strategic planning with team building session led by a facilitator instead of staff. Mr Fuentes responded that idea could be a good way and they have a couple of consultants they could reach out to as facilitator. However, it could take time to get quotes from the consultants but will start the outreach immediately. Vice Mayor likes the outside-facilitator led approach besides team building compared to staff-led workshop.

Saturday dates for workshop was discussed between Subcommittee members and staff. Suggested dates range from October 21st and no later than November 4th. Mr Fuentes mentioned that October date is a little bit too soon for consideration. Recording Secretary Currie was asked to poll the City Council of their availability for a Saturday, November 4, from 9:00 am to 4:00 pm workshop.

Councilmember Nuñez asked staff if there is a budget calendar. Ms Corpus responded yes and handed out the 2017-2018 Budget Timeline. The Councilmember asked what would go onto the November agenda; and what the allowable budget is or is the budget dictated by other factors. Ms Corpus responded that it depends on Council's projects and other departments know what the community needs and try to incorporate those in the respective department's budget. Councilmember Nuñez said that his analogy, coming from a big school district, is that there's a dollar amount associated for books; another dollar amount for other things and so forth. Ms Corpus replied that as a government body, we are limited to what we could use the funds for. As an example, the Hetch Hetchy funds are used for right of way projects otherwise we are pretty much using general fund. Councilmember Nuñez said that it would be easier for the new elected officials (including himself) to be shown a list of funds/budget that we cannot touch/use for something else. He added a list of high priority projects from the community.

The subcommittee talked about projections; Director Fuentes said that it would be a little too early to provide projections for a December meeting. Assistant Director suggested that the Council and staff could discuss ideas as to what the City could do with potential surplus in the November workshop. Vice Mayor asked for other ways of gathering community input compared to the traditional community meetings. Mr Fuentes showed them the Palo Alto website as an example of getting polls from the community, but he explained that Palo Alto contracts this out to an outside vendor (Peak Democracy). Chief Pangelinan said using technology depends on the situation especially the cost of using an outside provider. Vice

Mayor asked if staff knows how much it costs. Recording Secretary replied that it is based on population (per the IS Director). Vice Mayor suggested to ask IS Director if we could do this in-house and for Mr Fuentes to come back with a plan. The Councilmember said that we need more than one vehicle to gather community input; we also need to define community (residents, businesses, and staff). Ms Corpus asked the Councilmember how the Board of Directors (in the School District) got staff input. Councilmember Nuñez responded that the staffs discuss costs and programs during a staff development day and present the figures to their supervisors. The supervisors then present to the executive level which then get presented to the Board. This way the front line staff has their input. Ms Corpus said that what she hears is for each City department to have staff development for a workshop then present to the department heads level; the Councilmember concurred adding that each staff should have an input and contact service clubs (like Rotary) for information as well as looking back at the City's current strategic plan.

Vice Mayor commented that this is the time to start a new budget process otherwise we will be using the same process as last year. Councilmember suggested to the Director of Finance to look into creating a NextDoor account primarily for Finance Department's use for posting and control in order to gather information/input for the budget process (like what Recreation Department has, which is related to recreation services and general city notices.)

The Subcommittee is asking staff to come back with a new budget process incorporating the strategic plan; increasing the community input with outreach program to bring back to Council. With this information, staff can adjust a new budget calendar for the upcoming fiscal year planning. She also added Mr Fuentes' suggestion of providing monthly update to Council on budget projects and process of projections – a way of keeping the Council in the loop all the time. Mr Fuentes said that his idea is to provide Council a monthly update of process, projections, key programs progress, and what each department is requesting. Councilmember likes this idea. Staff brings to City Council on September 19 information on facilitator to be used for the workshop. Then, when the Mayor comes back from his military leave, we could discuss about potential subcommittee meeting dates or go ahead to let the Councilmember continue as the second member of the subcommittee.

VII. Other Business – None

VIII. Next Meeting – as needed

IX. Adjournment – Motion was made by Vice Mayor Grilli and seconded by Councilmember Nuñez to adjourn the meeting at 6:30pm.

PLEASE NOTE:

This copy of Ordinance No. 289.1 is a “redlined” version for your convenience. Text additions are designated by an underline and text deletions are designated with a strikethrough.

REGULAR

NUMBER: 289.1

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING CHAPTER 2 AND CHAPTER 4 OF TITLE I OF THE MILPITAS MUNICIPAL CODE RELATING TO PURCHASING AND CONTRACT AUTHORITY

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, upon motion by _____ and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

RECITALS AND FINDINGS:

WHEREAS, at the August 1, 2017, City Council meeting, staff presented a report concerning City Manager signing authority; and

WHEREAS, Chapter 4 of Title I (Contract Authority) of the Milpitas Municipal Code authorizes the City Manager to enter into and execute for and on behalf of the City of Milpitas, without the prior approval of the City Council, any contract, for which (a) funds have been appropriated; and (b) there is an unexpended and unencumbered balance of such appropriation sufficient to pay the contract expense; and (c) the total cumulative monetary value of the contract does not exceed \$100,000.00; and

WHEREAS, the level of City Manager Contract Authority was \$20,000 prior to the implementation of Ordinance 289 on June 2, 2015; and

WHEREAS, regular reporting to the City Council on contracts approved under City Manager contract authority was scheduled to occur after the implementation of Ordinance 289, but has not yet started; and

WHEREAS, City Council wishes to increase transparency and have quarterly reports submitted which summarize and list all contracts approved under City Manager contract authority; and

WHEREAS, City Council wishes to set the level of City Manager contract authority at \$100,000; and

WHEREAS, City Council wishes to modify the Municipal Code so that all sections are consistent with the level of City Manager contract authority provided; and

WHEREAS, the City desires to update its competitive bidding procedures to eliminate mandatory newspaper and paper copy notices, except where required by law, and to allow greater flexibility in cooperative procurement; and

WHEREAS, the City must now make corresponding changes to the Purchasing Ordinance in order to ensure consistency in the Milpitas Municipal Code and current business practices; and

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows: **SECTION 1. RECORD AND BASIS FOR ACTION**

The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE

Section 3.03-1 (Formal Bid Procedures) of Chapter 2 of Title I of the Milpitas Municipal Code is amended to read as follows:

3.03-1 Formal Bid Procedures. The purchase of supplies or services for a value less than or equal to One-Hundred Twenty-Thousand Dollars (\$20100,000) or more must be approved by the City Council may be approved by the City Manager. The purchase of supplies and services for a value

in excess of One-Hundred Thousand (\$100,000) must be approved by the City Council. The Purchasing Agent shall ~~purchase-solicit bids for~~ supplies and services of a value of Twenty Thousand Dollars (\$20,000) or more using the following formal sealed bid procedures.

- (a) ~~An-A Notice of Invitation for Bids which includes~~Bid shall include a general description of the ~~articles or general~~supplies or services to be purchased, state where the bid forms and specifications may be secured, and state the final deadline and method for submitting bids. Notice shall be given on at least one (1) occasion five (5) or more days prior to the date set for final receipt of bids as provided in Section I-2-3.05. The Purchasing Agent may also solicit sealed bids from responsible prospective suppliers and contractors whose names are not in the Vendor database.
- (b) Bidders shall submit ~~sealed bids to the Purchasing Agent, and shall identify them as bids on the envelope~~ electronic bids through the City's eProcurement System per the instructions in the bid documents. Bids shall be opened ~~publicly~~ at the time and, date, and location indicated in the ~~Invitation for Bid~~bid document. A tabulation of all bids received shall be delivered by electronic mail to all registered bidders via the eProcurement System within 72 hours after the bid opening. A tabulation of all bids received shall be posted on the City's website for a period of not less than thirty (30) calendar days after the bid opening.
- (c) The Purchasing Agent or City Council shall have the discretion to reject any and all bids presented, and readvertise for bids.
- (d) The bid shall be awarded to the lowest responsive and responsible bidder.
- (e) If no responsive bid is received after soliciting bids under this section, the Purchasing Agent may proceed to purchase the supplies, hire or have services performed in the open market.

Section 3.04 (Competitive Bids) of Chapter 2 of Title I of the Milpitas Municipal Code is amended to read as follows:

I-2-3.04 - Competitive Bids

Where competitive bids are required, they shall be submitted ~~in writing in a sealed envelope at the office of the Purchasing Agent no later than the final time and date for the receipt of bids as set forth in the Invitation for Bid and opened publicly~~electronically through the City's eProcurement System per the instructions in the bid documents. Bids shall be opened at the time and date indicated in the bid document. A tabulation of all bids received shall be delivered by electronic mail to all registered bidders via the eProcurement System within 72 hours after the bid opening.

Where competitive bids are required, the purchase or disposal shall be made on the basis of three (3) or more of said bids, unless the Purchasing Agent shall certify in writing that less than three (3) prospective bidders have submitted bids or that, to the best of the Agent's knowledge, there are less than three (3) prospective vendors from whom the supplies or services are available and that bids were invited from all of said vendors. Any bid may be withdrawn by a written request signed by the bidder and received by the Purchasing Agent prior to the final time and date for the receipt of bids.

Section 3.05 (Competitive Bids Notice) of Chapter 2 of Title I of the Milpitas Municipal Code is amended to read as follows:

I-2-3.05 - Competitive Bids (Notice)

For purchases under Sections I-2-3.03, Purchases of Twenty Thousand Dollars (\$20,000) or More, and I-2-3.06, Request for Sealed Proposals (RFP), where notice is required, notice shall be given as follows by one or more of the following methods:

(1) Publishing notice in a newspaper of general circulation within the City on at least one (1) occasion at least five (5) days prior to the date set for the final receipt of bids. Provided, that publication may be made in any newspaper of general circulation in Santa Clara County which the Purchasing Agent shall select if the publication schedule of all newspapers of general circulation in the City are such that notice by publication cannot be given in time.

(2) Posting on the City of Milpitas website at least five (5) days prior to the date set for the final receipt of bids.

(3) Through direct electronic notification via the City's eProcurement System.

(4) Any other manner of notice required by law for the particular goods or services to be purchased.

Nothing in this subsection shall prohibit the City from notifying suppliers and contractors of solicitations by electronic means, and nothing in this subsection shall prohibit the City from notifying suppliers and contractors who are not in the City's Vendor Database.

~~(4) The notice shall give such information as to the proposed purchase or disposal as the Purchasing Agent deems sufficient to comply with relevant State law, regulation or City ordinance.~~

~~(5) The notice shall include a general description of the supplies or services to be purchased or City property to be disposed; date, time and place of bid opening; and whether bonds will be required. The notice shall also include such information as to the proposed purchase or disposal as the Purchasing Agent deems sufficient to comply with relevant State law, regulation or City ordinance.~~

Section 3.08 (Cooperative Procurement) of Chapter 2 of Title I of the Milpitas Municipal Code is amended to read as follows:

3.08-1 The Purchasing Agent may purchase supplies and general services without complying with the quotation or bidding requirements of this Chapter, if such purchases are based on an agreement or cooperative purchasing program entered into by any ~~of the following public agencies~~ agency, regardless of whether the City is a named party to the agreement or an actual participant in such a program, provided that:

~~(a) Any public agency situated within the state, if the underlying purchase was made using competitive negotiation, or bidding procedures at least as restrictive as the City's, including the California Multiple Award Schedules (CMAS), the U.S. Communities Government Purchasing Alliance, National Joint Powers Alliance (NJPA), Western States Contracting Alliance (WSCA) or any California County contract; The underlying purchase was made using competitive~~

negotiation or bidding procedures at least as restrictive as the City's, and may include a nationally bid cooperative contract; and

(b) The ~~Federal GSA Contracts~~-public agency is a "public agency" as defined in Government Code section 6500.

3.08-2 In all such cases, the supplies or general services purchased must be the same and be offered at the same price as the supplies and general services subject to the agreement or program.

Section 3.12-2 (Contracting for Consultants) of Chapter 2 of Title I of the Milpitas Municipal Code is amended to read as follows:

3.12-2 The Requesting Department shall be empowered to engage a consultant (including, but not limited to, material testing services and construction inspection services) without the necessity of competitive bidding or notice thereof:

(a) Without City Council approval if the consultant's total fee for materials and services under the contract by which the consultant is engaged does not exceed ~~Twenty-One-Hundred~~ Thousand Dollars (\$~~20~~100,000).

(b) With City Council approval if the consultant's total fee for materials and services under the contract by which the consultant is engaged exceeds ~~Twenty-One-Hundred~~ Thousand Dollars (\$~~20~~100,000).

Section 1.01 (Scope of Contract Authority) of Chapter 4 of Title I of the Milpitas Municipal Code is amended to read as follows:

I-4-1.01 -

The term "Contract," for the purpose of this Chapter, means the following:

a. Agreements for the construction of public works projects that adhere to dollar value and all other requirements provided by Section I-2-3.20 (Public Works Contract Purchasing Procedures) of the Municipal Code;

b. Agreements for the lease or purchase of supplies, materials and equipment;

c. Leases, licenses and other agreements for the use of real property;

d. Agreements for professional services;

e. Agreements for personal services, including agreements with independent contractors and employees;

f. Agreements relating to the grant of funds by the City and to the City; and

g. Temporary construction easements not exceeding one year.

Section 2.01 - (Contract Authority of the City Manager) of Chapter 4 of Title I of the Milpitas Municipal Code is amended to read as follows:

I-4-2.01 -

The City Manager is authorized to enter into and execute for and on behalf of the City of Milpitas, without the prior approval of the City Council, any Contract, for which:

- a. Funds have been appropriated; and
- b. There is an unexpended and unencumbered balance of such appropriation sufficient to pay the Contract expense; and
- c. The total cumulative monetary value of the Contract, including amendments, does not exceed \$100,000.00.

The contract authority of the City Manager in this Section does not include the authority to execute any Contracts within the authority of the City Attorney.

Section 5 (Reporting on Contract Authority of the City Manager) of Chapter 4 of Title I of the Milpitas Municipal Code is hereby added with the text below to read as follows:

Section 5 - Reporting on Contract Authority of the City Manager

I-4-5.01 -

On no less than a monthly basis, the City Manager shall provide to the Finance Sub-Committee a report displaying all contracts approved by the City Manager for the prior month under Chapter 4 of Title I of the Milpitas Municipal Code. The Finance Sub-Committee shall review these contracts and have discretion to recommend contracts of its choosing for further review and inquiry by the full City Council at the next available City Council meeting.

I-4-5.02 -

Contracts approved by the City Manager shall be considered fully executed. However, once contracts are sent from the Finance Sub-Committee to the full City Council for further review and inquiry, contracts may be terminated by the City Council if the contract in question:

- a. violates federal, state, or local statutes or code; or
- b. presents a conflict of interest for City staff requesting contract and/or City Manager approving contract; or
- c. engages a vendor that has previously been found guilty of violating federal, state, or local statutes or codes as it relates to public or private sector procurement.

SECTION 3. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 4. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

LIST OF ITEMS REQUESTED BY CITY COUNCIL

3

TOPIC	LEAD COUNCIL MEMBER	LEAD STAFF	GENERATED	STATUS/ACTION TO DATE	TARGET COMPLETION	ACTUAL COMPLETION	Follow up
LONG TERM							
City Council Handbook update		Chris Diaz	following swearing-in of new CC	revised version presented early in 2017 by City Attorney; no action	2018		Full, lengthy version needs update
Affordable Housing concerns		Brad Misner	Sunnyhills apts & other matters	meetings continue	2017-18		
Wage theft ordinance	Phan, Grilli	Chris Diaz and Edesa Bitbadal	2 Councilmembers, Oct 2017	Economic Development staff studying issue	fall 2017		
Report on Parking Issues City Wide		Steve Chan, City Engineer	request of Council, spring 2017		2017		Enforcement ?s
Reimbursement for mutual aid from County		Robert Mihovich	9/11/2017 CC mtg				
Plan for Milp. Police to patrol/serve at BART parking lots		Steve Pangelinan	9/11/2017 CC mtg				
Make-up of & method of appointment to City Commissions		Steve Pangelinan Mary Lavelle	various requests of Council members	first scheduled for discussion 9/05/2017	10/03/2017		
SHORT TERM							
Appointments to City Commissions	Mayor	Mary Lavelle	Jan - Sept 2017	Mayor needs to appt. members to 21 vacancies on Commissions & re-appoint those whose terms expired	fall 2017		
Report of Citizens Task Force on Water Rates		Nina Hawk	by prior Council, eablished in 2016	Final Task Force meeting held 9/12/2017	10/18/2017		
Stricter regulation of massage establishments	Mayor	Brad Misner	8/01/2017 CC mtg	Council voted for more regs.	2017-18		
Solar power purchasing - possible JPA		Edesa Bitbadal	spring 2017	Econ. Dev. staff to present Community Choice Energy program	10/17/2017		
Oversight Board appt		Will Fuentes	8/01/2017 CC	CC discussed, chose not to appt staff	fall 2017		Mayor shall provide rec.

LIST OF ITEMS REQUESTED BY CITY COUNCIL

TOPIC	LEAD COUNCIL MEMBER	LEAD STAFF	GENERATED	STATUS/ACTION TO DATE	TARGET COMPLETION	ACTUAL COMPLETION	Follow up
Parking solution for residents The Pines	Mayor	Steve Chan, City Engineer	request of Mayor, 08/01/2017 CC	Council voted for Permit Parking @The Pines	2018		Could serve as pilot neighborhood for permit parking
Travel SOP - for City staff & Council		Will Fuentes	8/01/2017 CC mtg	Existing SOP from 1997	fall 2017		Update needed
Annual Credit Card program report	Nunez	Will Fuentes	Request of B Nunez at 9/11/17 CC mtg	report will include list of employees who have a City credit card	each January		
ONGOING							
Regular Update of Council line item budget	Grill	Will Fuentes; City Manager	request of M. Grilli 8/01/17 CC mtg	report periodically to Council on own budget status	fall 2017		
Response to E. Chua on Safe Exchange zones	n/a	Steve Pangelinan	Public Forum at CC mtg 8/01/2017	Chief has spoken to her in past	Oct 2017		
Community Choice Energy program		Edesa Bitbadal	spring 2017	Econ. Dev. staff to present Community Choice Energy program	10/17/2017		
Energy retrofit financing program		Edesa Bitbadal	spring 2017	Econ. Dev. staff to present Property Assessed Clean Energy programs	presented 9/19/17 CC mtg	fall 2017 update report due	
Officeholder accounts	Phan	Chris Diaz	request of A. Phan 8/01/17 CC mtg	FPPC may permit this type of committee (not campaign funds)			
COMPLETED							
Help to Assoc of Indo Americans	Phan, Nunez	Mary Lavelle	Request of B Nunez at 8/01/17 CC mtg	A. Phan requested fee waiver for group's August event	9/05/2017 CC	approved 9/05/2017 CC	Swades event at Murphy Park

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING AN AMENDMENT TO THE BYLAWS GOVERNING THE PLANNING COMMISSION OF THE CITY OF MILPITAS

WHEREAS, pursuant to Government Code Section 65100, the City Council of the City of Milpitas (the “City”) has created a planning commission to carry out enumerated planning activities on behalf of the City; and

WHEREAS, Section I-500-1.08 of the Milpitas Municipal Code provides that “[t]he Planning Commission shall adopt written rules and regulations as to the time, place and date of its regular meetings and shall adopt such rules and regulations as it deems necessary to conduct its business including rules of procedure,” which rules and regulations shall be submitted to the City Council for its review, modification, and approval or disapproval; and

WHEREAS, the rules and regulations currently governing the Planning Commission are found in the City of Milpitas Planning Commission Bylaws (the “Bylaws”), which were last updated in October 2004; and

WHEREAS, on May 24, 2017, at a duly-noticed public meeting, the Milpitas Planning Commission considered and discussed amendments to the Bylaws; and

WHEREAS, at said meeting, the Planning Commission adopted Planning Commission Resolution No. 495, recommending the City Council approve the revised Bylaws; and

WHEREAS, on August 1, 2017, at a duly-noticed public meeting, the Milpitas City Council considered and discussed the proposed revised Bylaws.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the revised Bylaws (attached hereto and incorporated herein as **Exhibit ‘A’**), the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. The City Council finds that the revised Bylaws are acceptable as presented and will assist the Planning Commission in conducting its operations with efficiency and professionalism.

3. The City Council, based on the above findings, hereby approves the revised Bylaws as presented.

PASSED AND ADOPTED this ____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

EXHIBIT “A”

Planning Commission Bylaws

**CITY OF MILPITAS
PLANNING COMMISSION
BYLAWS**



June 2017

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**BYLAWS
of the
CITY OF MILPITAS PLANNING COMMISSION**

The following Bylaws of the Planning Commission of the City of Milpitas (the “Planning Commission”) were approved by the City Council of the City of Milpitas by adoption of Resolution X, as amended by X. In addition to the rules and procedures set forth herein, the Planning Commission is likewise governed by the Brown Act, the Public Records Act, and all other applicable statutes and laws, including Milpitas Municipal Code (“MMC”) Title I, Section 500, which governs the formation and operation of the Planning Commission.

Section 1 - Preface

Per MMC Section I-500-1.08, the Planning Commission shall adopt written rules and regulations as to the time, place and date of its regular meetings and shall adopt such rules and regulations as it deems necessary to conduct its business including rules of procedure. Such rules and regulations shall not be inconsistent with the laws of the State of California or with the ordinances, resolutions or regulations of the City of Milpitas. These bylaws are prepared to serve this purpose. Any modifications to these provisions must be consistent with the underlying Code provisions, as well as all applicable laws.

The City Council of the City of Milpitas established the Planning Commission and granted to it responsibilities in the area of land use, redevelopment issues, and planning permit decisions. These bylaws are intended to assist and be used by the Planning Commission in performing its duties and conducting its meetings. If a conflict arises between these bylaws and the MMC, the MMC shall control.

Section 2 - Commission Officers and Duties

2.01 Officers

The officers of the Planning Commission shall consist of a Chair, Vice-Chair, and a Secretary.

2.02 Selection

At its first regular meeting held for the transaction of business during July, or as soon thereafter as may be possible, the Planning Commission shall elect a Chair and a Vice Chair for such fiscal year. When a vacancy exists in the office of Chair or Vice Chair, the Planning Commission shall elect a member to serve in such capacity for the remainder of the fiscal year. The City of Milpitas staff liaison to the Planning Commission shall serve as the Planning Commission Secretary. The Secretary shall preside over the elections of the Planning Commission officers. Election of the officers shall be placed on the agenda after approval of the agenda.

2.03 Duties

The duties of the Planning Commission officers shall be as follows:

Chair

The Chair shall preside over all meetings of the Planning Commission.

Vice Chair

The Vice-Chair shall assist the Chair in the execution of his or her office and act in his or her absence.

Secretary

It shall be the duty of the Secretary to keep records of all meetings of the Planning Commission.

Section 3 - Meetings

3.01 Regular Meetings

The Planning Commission regular meetings shall generally be the 2nd and 4th Wednesdays of each month at 7:00 p.m. in City Hall. The Planning Commission shall generally hold at least one (1) meeting per month. At the last regular meeting of the calendar year, the Planning Commission shall approve a meeting schedule for the upcoming year, which calendar may be subsequently amended if necessary.

Meetings of the Planning Commission Subcommittee are addressed in Section 7.03 below.

3.02 Special Meetings

Special meetings of the Commission are meetings called in addition to those on the approved meeting schedule. Special meetings may be called by the Chair with the consent of at least three (3) other members or called with the consent of four (4) members of the Commission. The Brown Act requires the agenda for special meetings to be posted twenty-four (24) hours prior to the meeting. It is a policy of the Planning Commission to provide seventy-two (72) hours notice for special meetings when possible to allow staff to prepare appropriate support materials. However, lack of seventy-two (72) hour notice will not preclude action if the Brown Act notice requirements are met.

3.03 Other Meetings

Workshops, study sessions, and retreats are meetings convened for informational purposes, Planning Commission training, and study sessions and do not require the Planning Commission to take any action.

3.04 Attendance and Punctuality

Commissioners are expected to arrive on time and be present for the entire meeting. Commissioners are important City officials whose actions and decisions impact the quality of life in the city. Therefore, only in rare, unavoidable circumstances should

Commissioners miss meetings or workshops. Three (3) or more unexcused absences from meetings and/or workshops during a calendar year shall be reported to the City Clerk, who notifies the City Council of the Commissioner's attendance record. The City Council may choose to subsequently review of the Commissioner's performance to determine any extraordinary reasons or other explanations for the Commissioner's unexcused absences.

3.05 Quorum

A meeting cannot be conducted without a quorum of the Planning Commission. If enough Commissioners abstain due to a conflict of interest so as to lose a quorum, the Commission shall exercise the rule of necessity to regain a quorum, as allowed by law. Otherwise disqualified Commissioners shall be chosen by a draw of straws until a quorum is reached. The Commissioner so chosen shall continue to participate in that matter until it is concluded.

Section 4 – Agendas and Minutes

4.01 Agenda Preparation and Distribution

Not less than nine (9) days prior to any regular scheduled meeting, the secretary of the Commission shall endeavor to prepare an agenda which shall list all matters to be considered by the Commission at the meeting for which the agenda is prepared. The agenda shall ideally be distributed no less than five (5) days prior to the scheduled meeting to all members of the Commission, staff, anyone requesting such agenda and to other persons as the Commission and City Council may direct. Agendas shall be provided as required by the Brown Act.

4.02 Agenda Contents

The agenda shall contain the place, date and time of the meeting and items to be discussed at the meeting, consistent with the Brown Act.

Items can be placed on the agenda by staff as part of their responsibility in reviewing planning applications and administering city projects.

Any Commissioner may request an item be placed on a future Commission agenda. Staff shall advise the Commission how much time may be necessary to prepare background materials related to the requested item and when the next available agenda opening would be. By majority vote, the Planning Commission may place the requested item on a future available agenda, providing at least seventy-two (72) hours prior to the meeting at which such item shall be considered in order to comply with the Brown Act and allow staff to prepare appropriate support materials. Items requiring additional public noticing will be placed on the next available agenda.

4.03 Minutes

The Planning Commission shall keep a record of its resolutions, transactions, findings and determinations. The Secretary shall maintain minutes of all proceedings. The meeting agenda and minutes are a public record and shall be available for inspection.

The minutes shall reflect the maker of the motion and the second for all actions. The vote of each Commissioner shall be recorded in the minutes.

Section 5 – Meeting Conduct

5.01 Purpose

The Planning Commission is a public agency with land use planning and decision-making duties. It is the policy of the Planning Commission to encourage free and open discussion of issues on a Planning Commission meeting agenda, but also to ensure that the Commission completes the agenda in a timely manner and in a process that accords courtesy and respect to all participants.

5.02 Rules

Robert's Rules of Order, Revised, except where inconsistent with the express provisions of law, these bylaws, or other resolutions of the Commission, shall govern the conduct of meetings of the Commission.

5.03 Close of Public Hearing

No evidence shall be taken after the public hearing is closed on a matter.

5.04 Addressing the Commission

As per the Brown Act, the public may comment on any agenda item, however shall do so in the following manner:

Each person addressing the Commission is requested, but not required, to give his/her name and address in an audible tone of voice for the record and to provide the same on a speaker register used to prepare the meeting minutes. The speaker is requested to state whether he or she is appearing as a representative or in a professional capacity such as an attorney, engineer, etc., and to state the name of the individual or organization he or she is representing, if applicable. Unless additional time is granted by the Chair, all remarks shall be limited to three (3) minutes and shall be addressed to the Commission as a body and not to any individual member thereof. The Chair may limit repetitive testimony in the interest of time. No person, other than members of the Commission and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Commission, except through the Chair. Any person who wishes to address the City Attorney or staff shall do so through the Chair and not pose questions or remarks to the Attorney or staff directly.

5.05 Motions

When making a motion, the following options are available:

- (a) Deny without prejudice
- (b) Deny with prejudice
- (c) Approval
- (d) Approval with conditions
- (e) Continue (table)

5.06 Voting

The Chair has the right to vote and make a motion on any issue before the Commission.

The vote of all Planning Commissioners, including the Chair, shall be recorded and no vote shall be taken in secret. All Planning Commissioners shall vote on an item when legally able to do so.

5.07 Super-Majority Vote

Some planning actions, such as approval recommendations for general plan or specific plan amendments, require a super-majority vote, i.e., the affirmative vote of not less than a majority of the total membership of the Planning Commission. The super-majority vote requires the affirmative vote of four (4) of the seven (7) Planning Commissioners.

5.08 Tie-Vote, Lack of Majority Vote

A tie-vote occurs when there is an equal number of Commissioners who voted in favor of a motion as have voted not in favor of a motion, such as a 3-3 vote. A lack of majority vote occurs when less than half of the votes cast support the motion, such as a 3-4 vote.

When either a tie-vote or lack of majority vote occurs, the motion fails, thereby resulting in no action. A majority vote is necessary to take action on an item, regardless of whether the Planning Commission has final authority or advisory authority.

In all cases, the Planning Commission shall work towards formulating a majority recommendation. If this cannot be achieved, the Planning Commission shall clearly summarize their issues to provide direction to the applicant or to the City Council.

5.09 Abstentions

Prior to taking action, the Commission must receive and weigh all presented evidence and testimony. In cases where a Commissioner is not present for public testimony on an item, the Commissioner should abstain from voting. This notwithstanding, in cases where an item has been continued from a meeting at which a decision-maker has been absent, the decision-maker can review the videotape of the meeting or the meeting minutes and participate in the continued hearing and vote.

A Planning Commissioner abstaining from voting shall state a reason.

5.10 Passing the Gavel

When neither the Chair nor the Vice Chair is present or able to vote due to a conflict of interest, the gavel shall be passed to the Commissioner with the longest years of service

as the Chair Pro Tempore with authority to preside over the meeting and/or the agenda item.

5.11 Seating Arrangement

To encourage the integration of recently appointed Commissioners, a meeting seating arrangement shall be established by the Chair.

5.12 Exhibits

All exhibits filed in connection with any pending matter become part of the record of the proceedings and shall be retained subject to compliance with applicable records retention policies of the City.

5.13 Order of Procedure, Public Hearing Guidelines

The following guidelines are for general agenda items. Variations on the guidelines for public hearing items are noted in parentheses.

- Staff report
- Clarifying questions to staff
- Applicant presentation
- Clarifying questions from Commissioners to Applicant
- Public comment on item (Chair opens public hearing)
- Applicant responds to questions, comments for clarification, amplification
- (Close public hearing by motion of Commission)
- Commissioners deliberate, discuss the item
- Commissioners vote

The Chair may vary the order otherwise provided above.

5.14 Reports by Staff or its Consultants

Written reports by staff or its consultants shall be considered a part of the official record of the proceeding to which they relate. Copies of any such written report shall be made available to the public at any hearing held on the proceeding to which such report relates.

Section 6 – Commissioner Conduct

6.01 Purpose

The Planning Commission recognizes that differences of opinion are inherent in its land use subject matter and duties, whether they are differing opinions among Commissioners, or, between Commissioners and staff, or Commissioners and the public. The Commission also recognizes that discussion and resolution of such differences are often the basis for crafting land use decisions that are most appropriate for the City and its neighborhoods. It is the policy of the Planning Commission to recognize such differences and to provide a forum that allows them to be expressed in a respectful, courteous manner.

6.02 Recognition from Chair to Make Remarks

A Commissioner shall obtain recognition from the Chair and address all remarks including those to staff and the City Attorney to the Chair. Once a Commissioner has the floor, questions to the City Attorney and staff shall be directed through the chair.

6.03 Appropriate Remarks

A Commissioner should confine remarks to the merits of the pending question. All statements should have bearing on the adoption of the immediately pending question.

A Commissioner should refrain from offensive remarks directed towards another Commissioner or staff.

A Commissioner should not read lengthy passages from reports, books, quotations, etc., without permission of the Commission.

6.04 When to Withdraw a Motion

The maker of a motion who no longer supports his or her motion should ask permission to withdraw the motion. The maker of a motion may vote against the motion but cannot speak against it.

6.05 Courtesy to Others

A Commissioner should refrain from disrupting the Commission and give courteous attention to other speakers.

No member should speak a second time on a question if any member who has not yet spoken on the question wants to do so.

A Commissioner should be open to all concerns and listen to all participants with an open mind, even if he or she disagrees with them.

6.06 Ex-parte Communication

Commissioners are discouraged from suggesting any change to any project to the applicant or staff, before the project is considered by the Commission as a whole. In addition, to ensure that all Commissioners receive the same information relative to a project that will be reviewed by the Commission, third party contacts are discouraged. Any such communications must be disclosed by the Commissioner at the Commission meeting, prior to the item being considered.

6.07 Communications with the Press

When speaking to the press, Commissioners shall clearly state that they are speaking for themselves only and not for the Commission as a whole.

6.08 Professionalism

Commissioners are expected to exhibit a professional demeanor during public meetings at all times, to ensure decorum and respect to fellow Commissioners, City staff and the public.

6.09 Continued Training

Commissioners should continually strive to improve their land use knowledge and skills.

As funding is available, members of the Planning Commission are encouraged to annually attend the League of California Cities Planner's Institute and may additionally attend the League's Annual Conference. Alternatively, and subject to available funding, Planning Commissioners may choose to attend local conferences or trainings rather than the League's Conference if: (1) the conference or training is related to planning issues applicable in Milpitas, and (2) the amount of money expended by any one Commissioner does not exceed the cost of attending the two League Conferences, as budgeted for the year.

6.10 Meeting Preparation

The General Plan is the City's vision for itself and all Planning Commission decisions must be consistent with it. The Zoning Ordinance is a tool used by the Commission to implement the General Plan. These are Council approved documents and legally binding. It is the responsibility of each Planning Commissioner to read and comprehend both the General Plan and the Zoning Ordinance in order to make sound decisions on issues brought before the Commission.

The effectiveness of the Planning Commission requires the Commissioners thoroughly prepare themselves prior to a public meeting. This may include research or calling upon city Planning staff for clarification and understanding of what is to be discussed.

6.11 Meeting Participation

Each Commissioner's input is important and valued. All Commissioners in attendance are expected to participate.

6.12 Position Justification

Public decisions must be accompanied with coherent reasons, as statements are incorporated into the legal record.

6.13 Staff and Commissioner Roles

Staff's Role

Planning staff's role is to provide the Commission with the information it needs to make an independent decision and to provide the Commission with a professional recommendation supported with analysis. Staff's responsibilities include public noticing and reviewing of applications for completeness and compliance with all local and state codes, including the California Environmental Quality Act (CEQA). In addition, staff shall assist with facilitating meetings.

Commissioner's Role

A Planning Commissioner's role is to review the information provided by staff, evaluate written and oral testimony provided by the general public and the applicant,

to analyze the project proposal itself, and to make an independent decision which is in the best interests of the City and in conformance with applicable laws and regulations.

6.14 The Brown Act

The Brown Act is the California Open Meeting Law. The Planning Commission and Commissioners are subject to its provisions. Commissioners with questions should contact the City Attorney, the Planning Commission Chair or Planning staff.

6.15 Addressing Others

The appropriate title should be used when acknowledging a meeting participant, such as “Mr.”, “Ms.”, “Commissioner”, “Chair”, “Vice-Chair”, etc. This shows respect, professionalism and avoids the appearance of favoritism.

6.16 Conflicts of Interest/Code of Ethics

The City Attorney may be able to provide advice on avoiding legal and perceived conflicts of interest. Questions on a possible conflict should be addressed to the City Attorney prior to the meeting. Any member of the Planning Commission who has a conflict of interest with an item on the agenda shall excuse him or herself prior to the introduction of the agenda item, as required by law.

If at a meeting, an unresolved issue arises as to whether a Planning Commissioner may have a conflict of interest on an agenda item, the Planning Commission may seek the advice of the City Attorney. The Planning Commission may continue the item to a future agenda for resolution of the matter, with consideration of any applicable Permit Streamlining Act provisions.

Each Commissioner should work towards maintaining the highest actual and perceived integrity level while sitting on the Commission. In addition, Planning Commissioners shall adhere to any applicable local regulations governing ethical conduct adopted by the City of Milpitas.

Section 7 – Subcommittees

7.01 Creation of Subcommittees

Per Milpitas Municipal Code Section I-500-1.13, the Planning Commission is authorized to create subcommittees composed of at least two (2) members of the Planning Commission.

7.02 Duties

The duties of any Subcommittee established by the Planning Commission shall be as proscribed by the Planning Commission at the time of the formation of the Subcommittee.

7.03 Meetings

To the extent possible, each Subcommittee meeting shall be held prior to the start of a regularly scheduled Planning Commission meeting.

7.04 Attendance

Each Subcommittee shall consist of two (2) members and an alternate. Attendance of the two (2) members at Subcommittee meetings is required and attendance of the alternate is highly recommended.

7.05 Terms

Subcommittee terms shall be a period of six months. At a regularly scheduled Planning Commission meeting, prior to the beginning of a new term, Planning staff shall announce the Subcommittee members serving on the upcoming term based on the rotation schedule established by the Planning and Neighborhood Services Director or his or her designee.

In order to avoid, where possible, having recently-appointed Planning Commissioners with no previous experience on the Planning Commission serving on the Subcommittee, each member of the Planning Commission shall begin his/her service on the Subcommittee as an alternate member for one term.

7.06 Inability to Serve Due to Conflicts of Interest

In order to maintain the effectiveness of the Subcommittee, each Commissioner, prior to becoming a Subcommittee member, shall consult with the Planning staff and City Attorney to determine the likelihood of facing regular conflicts. Should a Commissioner determine, based on the advice of the City Attorney, that she or he is likely to face regular conflicts of interest, the Commissioner shall abstain from participating on the Subcommittee as either a member or alternate. If a member cannot participate on the Subcommittee due to such a conflict, the Planning Commission Chair shall serve in his or her place. If the Chair cannot serve due to a conflict, then the Planning Commission Vice-Chair shall serve. If neither the Chair nor Vice Chair can serve due to such conflicts, the Commissioner with the longest years of service shall serve.

7.07 Planning Commission Representation on City Subcommittees

Upon the request of the City Council or City staff, Planning Commission representation may be required on various City subcommittees, such as the Transportation Subcommittee and the Flood Plain Subcommittee. The appointment of a representative shall be made annually by the majority vote of the Planning Commission unless a particular representative has been specified by the City Council.

CITY OF MILPITAS
PLANNING COMMISSION
BYLAWS



June 2017

~~CITY OF MILPITAS~~
~~PLANNING COMMISSION~~
~~BYLAWS~~

~~October 2004~~



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**BYLAWS
of the
CITY OF MILPITAS PLANNING COMMISSION**

The following Bylaws of the Planning Commission of the City of Milpitas (the “Planning Commission”) were approved by the City Council of the City of Milpitas by adoption of Resolution X, as amended by X. In addition to the rules and procedures set forth herein, the Planning Commission is likewise governed by the Brown Act, the Public Records Act, and all other applicable statutes and laws, including Milpitas Municipal Code (“MMC”) Title I, Section 500, which governs the formation and operation of the Planning Commission.:

Section 1 - Preface

Milpitas Municipal Code (“MMC”) Title I, Section 500, governs the formation and operation of the Planning Commission. Per MMC Section I-500-1.08, As set forth in Title I, Chapter 500, Section 1.08 of the City of Milpitas Municipal Code (“Code”), the Planning Commission shall adopt written rules and regulations as to the time, place and date of its regular meetings and shall adopt such rules and regulations as it deems necessary to conduct its business including rules of procedure. Such rules and regulations shall not be inconsistent with the laws of the State of California or with the ordinances, resolutions or regulations of the City of Milpitas.⁺ These bylaws are prepared to serve this purpose. Any modifications to these provisions must be consistent with the underlying Code provisions, as well as all applicable laws.

The City Council of the City of Milpitas established the Planning Commission and granted to it responsibilities in the area of land use, redevelopment issues, and planning permit decisions. These bylaws are intended to assist and be used by the Planning Commission in performing its duties and conducting its meetings. If a conflict arises between these bylaws and the ~~City of Milpitas Municipal Code~~MMC, the ~~MMC~~Code shall control.

~~Section 2—Adoption and Amendment~~

~~2.01—Planning Commission Adoption and Amendment~~

~~These bylaws shall be adopted by and may be amended by resolution of a majority of the Commissioners present at any Milpitas Planning Commission meeting.~~

~~2.02—City Council Adoption and Amendment~~

~~Upon adoption or amendment by the Planning Commission, such bylaws shall be submitted to the City Council for review. The City Council shall have the power to approve, disapprove or modify said bylaws, as it deems necessary.¹~~

~~Section 3—Membership~~

~~3.01—Composition~~

~~The Planning Commission shall consist of seven (7) members. The initial selection of the members shall be as set forth in a resolution approved by the City Council. Thereafter, the members shall be appointed by the majority of the City Council.¹~~

~~3.02—Qualifications~~

~~At all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas. A Planning Commissioner shall not hold any other public office or employment in the government of the City of Milpitas.¹~~

~~3.03—Application for Appointment~~

~~All applications for Planning Commissioners may be reviewed by any City Councilmember. In addition to any other process for the selection of Planning Commissioners, any City Councilmember may recommend to the Mayor a candidate for appointment to the Planning Commission from the entire pool of applicants.¹~~

~~3.04—Terms of Office~~

~~The term of office for each Planning Commissioner shall be three (3) years, commencing on the first day of January and concluding on the 31st day of December of the third year thereafter. These regulations intend to preserve the concept of~~

~~staggered terms for members of the Planning Commission (established by earlier City ordinances).¹~~

~~3.05—Removal from Office~~

~~Any or all Planning Commissioners may be removed from office prior to the expiration of the normal term of office without cause upon an affirmative vote of three (3) City Councilmembers, at a regular meeting of City Council.¹~~

~~3.06—Vacancy~~

~~Any vacancy on the Planning Commission shall be filled by the Mayor with the approval of the City Council within sixty (60) days of the date the vacancy is created. Any Commissioner appointed to fill a vacancy shall complete the unexpired portion of the normal term of the Commissioner whose office has become vacant.¹~~

~~Except in the case of a Commissioner who has been removed from office by vote of the City Council, a Commissioner shall remain in office until his/her successor has been appointed and takes office.~~

~~3.07—Compensation~~

~~Each Planning Commissioner shall receive compensation in the amount of \$100.00 for attending any regularly or specially scheduled Planning Commission meeting. Such compensation shall not be provided for attending subcommittee meetings.¹~~

Section 4—Subcommittees

4.01—Creation of Subcommittees

~~The Planning Commission may create subcommittees composed of at least two (2) members of the Planning Commission.¹~~

4.02—Minor Site, Architectural and Landscaping Modifications Subcommittee^[1]

Duties

~~The duties of this Subcommittee are set forth in XI 10-42.10^[2] of the City of Milpitas Zoning Code and shall generally pertain to minor site modifications and modifications to architecture and landscaping.~~

Meetings

~~The Subcommittee meeting shall be held prior to the start of the regularly scheduled Planning Commission meeting. The agenda items for the Subcommittee shall be included on the Planning Commission agenda.~~

Attendance

~~The Subcommittee shall consist of two (2) members and an alternate. Attendance of the two (2) members at Subcommittee meetings is required and attendance of the alternate is highly recommended.~~

Terms

~~Subcommittee terms shall be a period of three months. The terms shall run from January 1st through March 31st; April 1st through June 30th; July 1st through September 30th; and October 1st through December 31st. At a regularly scheduled Planning Commission meeting, prior to the beginning of a new term, Planning staff shall announce the Subcommittee members serving on the upcoming term based on the rotation schedule below.~~

~~In order to avoid, where possible, having recently appointed Planning Commissioners with no previous experience on the Planning Commission serving on the Subcommittee, Planning staff shall assign to each Planning Commissioner upon appointment to the Planning Commission a position in the rotation schedule below. Each member of the Planning Commission shall begin his/her service on the Subcommittee as an alternate member for one term. The same Commissioner shall then occupy the 1st active member position for a subsequent term, and proceed to the 2nd active member position for the final term of the rotation. Nine months of service completes a full rotation on the Subcommittee.~~

Section 2 - Commission Officers and Duties

Subcommittee Term	Alternate	1 st Active	2 nd Active
January 1 st through March 31 st	A	B	C
April 1 st through June 30 th	G	A	B
July 1 st through September 31 st	F	G	A
October 1 st through December 31 st	E	F	G
January 1 st through March 31 st	D	E	F
April 1 st through June 30 th	C	D	E
July 1 st through September 31 st	B	C	D
October 1 st through December 31 st	A	B	C

Inability to Serve Due to Conflicts of Interest

~~In order to maintain the effectiveness of the Subcommittee, each Commissioner, prior to becoming a Subcommittee member, shall consult with the Planning staff and City Attorney to determine the likelihood of facing regular conflicts due to involvement in a real estate related profession. Should a Commissioner determine, based on the advice of the City Attorney, that s/he is likely to face regular conflicts of interest, the Commissioner shall abstain from participating on the Subcommittee as either a member or alternate. If a member cannot participate on the Subcommittee due to such a conflict, the Planning Commission Chair shall serve in his/her place. If the Chair cannot serve due to a conflict, then the Planning Commission Vice Chair shall serve. If neither the Chair nor Vice Chair can serve due to such conflicts, the Commissioner with the longest years of service shall serve.~~

4.01 — Planning Commission Representation on City Subcommittees

~~Upon the request of the City Council or City staff, Planning Commission representation may be required on various City subcommittees, such as the Transportation Subcommittee and the Flood Plain Subcommittee. The appointment of a representative shall be made annually by the majority vote of the Planning Commission at the regularly scheduled meeting when the Chair and Vice~~

~~Chair are appointed, unless a particular representative has been specified by the City Council.~~

~~Section 5—Commission Officers and Duties~~

52.01 Officers

The officers of the Planning Commission shall consist of a Chair, Vice-Chair, and a Secretary.

52.02 Selection

At its first regular meeting held for the transaction of business during July, or as soon thereafter as may be possible, [3] the Planning Commission shall elect a Chair and a Vice Chair for such fiscal year. When a vacancy exists in the office of Chair or Vice Chair, the Planning Commission shall elect a member to serve in such capacity for the remainder of the fiscal year. The City of Milpitas staff liaison to the Planning Commission shall serve as the Planning Commission Secretary ~~unless the Planning Commission chooses to appoint its own secretary at said meeting~~^[4]. The Secretary shall preside over the elections of the Planning Commission officers. Election of the officers shall be placed on the agenda after approval of the agenda.⁺

52.03 Duties

The duties of the Planning Commission officers shall be as follows:

Chair

The Chair shall preside over all meetings of the Planning Commission.

Vice Chair

The Vice-Chair shall assist the Chair in the execution of his or /her office and ~~to~~ act in his or /her absence.

Secretary

It shall be the duty of the Secretary to keep records of all meetings of the Planning Commission.

Section 6—Commission Duties

6.01—General Duties

~~The Planning Commission is the Planning agency for the City of Milpitas. The Planning Commission shall perform all of those duties related to planning and land use, which have been delegated to it by the City Council. These duties are set out in Title XI, Chapter 1 (subdivisions) and Title XI, Chapter 10 (zoning) of the City of Milpitas~~

~~Municipal Code, and include such actions as making decisions on use permits, site and architectural reviews, variances, making recommendations on general plan, specific plan and zoning amendments, and participating in the CEQA compliance process.~~

~~Each Planning Commissioner and the Planning Commission shall have the following duties and powers:~~

- ~~a. — Those specifically authorized by the law of the State of California.⁺~~
- ~~b. — Such duties as are assigned to the Planning Commission by minute action, resolution, or ordinance of the City of Milpitas.⁺~~
- ~~c. — Such powers as are reasonable and necessary in order to enable the Planning Commission to fulfill and carry out its planning functions (see Government Code, Section 65102).⁺~~
- ~~d. — Such powers as are reasonable and necessary in order to enable the Planning Commission to advise the City Council with respect to redevelopment functions set forth in the Health and Safety Code, and to make recommendations regarding owner participation agreements.⁺~~

~~6.02 — General Plan~~

~~The Planning Commission shall review, evaluate, and recommend for adoption a comprehensive, long range, general plan for the physical growth and development of the City of Milpitas and its environs.~~

~~6.03 — Specific Plan~~

~~The Planning Commission shall review, evaluate, and recommend for adoption specific plans designed to effectuate and implement the General Plan.~~

~~Section 37 - Meetings~~

73.01 Regular Meetings

The Planning Commission regular meetings shall generally [5] be the 2nd and 4th Wednesdays of each month at 7:00 p.m. in City Hall. The Planning Commission shall generally [6] ~~not hold less at least than~~ one (1) meeting per month. At the last regular meeting of the calendar year, the Planning Commission shall approve a meeting schedule for the upcoming year, which calendar may be subsequently amended if necessary [7].⁺

Meetings of the Planning Commission Subcommittee are addressed in Section 7.03 below.

73.02 Special Meetings

Special meetings of the Commission are meetings called in addition to those on the approved meeting schedule. Special meetings may be called by the Chair with the

consent of at least three (3) other members or called with the consent of four (4) members of the Commission. The Brown Act requires the agenda for special meetings to be posted twenty-four (24) hours prior to the meeting. It is a policy of the Planning Commission to provide seventy-two (72) hours notice for special meetings when possible to allow staff to prepare appropriate support materials. However, lack of seventy-two (72) hour notice will not preclude action if the Brown Act notice requirements are met.²

7.03 3.03 Other Meetings

Workshops

Workshops, study sessions, and retreats are meetings convened for informational purposes, Planning Commission training, and study sessions and do not require the Planning Commission to take any action. ~~Workshops and agendas posted for workshops are subject to the Brown Act.~~²

Emergency Meetings

~~The Brown Act allows for emergency meetings, however, given the Planning Commission's authority it is unlikely that this will be necessary.~~²

37.04 Attendance and Punctuality

Commissioners are expected to arrive on time and be present for the entire meeting. Commissioners are important City officials whose actions and decisions impact the quality of life in the city. Therefore, only in rare, unavoidable circumstances should Commissioners miss meetings or workshops. ~~If a Planning Commissioner misses~~ T ~~three (3) or more unexcused absences from~~ meetings and/or workshops during a calendar year shall be reported to ~~r, the Secretary shall forward this information to~~ the City Clerk, who notifies the City to request ~~Council review~~ of the Commissioner's attendance record. The City Council may choose to subsequently review of the Commissioner's performance purpose of this review will be to determine any extraordinary reasons or other explanations for the Commissioner's unexcused absences. ~~The said review will be held during a regularly scheduled City Council meeting and at the conclusion of said review the City Council will hold a vote to determine if the Planning Commissioner should be removed from office.~~

7.05 3.05 Quorum

A meeting cannot be conducted without a quorum of the Planning Commission. ~~and a quorum shall consist of a majority of the entire Commission.~~ If enough Commissioner's abstain due to a conflict of interest so as to lose a quorum, the Commission shall exercise the rule of necessity to regain a quorum, as allowed by law. Otherwise disqualified Commissioners shall be chosen by a draw of straws until a quorum is reached. The Commissioner so chosen shall continue to participate in that matter until it is concluded.

Section ~~84~~ – Agendas and Minutes

84.01 Agenda Preparation and Distribution

Not less than nine (9) days prior to any regular scheduled meeting, the secretary of the Commission shall endeavor to prepare an agenda which shall list all matters to be considered by the Commission at the meeting for which the agenda is prepared. ~~This The~~ agenda ~~is a public record and~~ shall ideally be distributed no less than five (5) days prior to the scheduled meeting to all members of the Commission, staff, anyone requesting such agenda and to other persons as the Commission and City Council may direct. Agendas shall be provided as required by the Brown Act.

84.02 Agenda Contents

The agenda shall contain the place, date and time of the meeting and items to be discussed at the meeting, consistent with the Brown Act.⁻²

Items can be placed on the agenda by staff as part of their responsibility in reviewing planning applications and administering city projects.

~~In addition, the City Attorney may recommend, where appropriate, pending litigation matters be placed on the agenda as closed session items, consistent with the Brown Act.⁻²~~

Any Commissioner may request ~~to place~~ an item be placed on a future Commission agenda. Staff shall advise the Commission how much time may be necessary to prepare background materials related to the requested item and when the next available agenda opening would be. By majority vote, the Planning Commission may place the requested item on a future available agenda, providing at least seventy-two (72) hours prior to the meeting at which such item shall be considered in order to comply with the Brown Act and [8]allow staff to prepare appropriate support materials. Items requiring additional public noticing will be placed on the next available agenda.

~~The Chair shall have the authority to independently place items on the next available or other upcoming Commission agenda by presenting said items to the Secretary. It is a policy of the Planning Commission to provide seventy-two (72) hours when possible to allow staff to prepare appropriate support materials.~~

~~Items of “immediate need” may be added to the agenda at the same meeting, subject to the provisions of the Brown Act.⁻²~~

~~8.03~~ 4.03 Minutes

The Planning Commission shall keep a record of its resolutions, transactions, findings and determinations. The Secretary shall maintain minutes of all proceedings. The meeting agenda and minutes are a public record and shall be available for inspection.

The minutes shall reflect the maker of the motion and the second for all actions. The vote of each Commissioner shall be recorded in the minutes.

Section ~~9.5~~ – Meeting Conduct

~~9.01~~ 5.01 Purpose

The Planning Commission is a public agency with land use planning and decision-making duties. It is the policy of the Planning Commission to encourage free and open discussion of issues on a Planning Commission meeting agenda, but also to ensure that the Commission completes the agenda in a timely manner and in a process that accords courtesy and respect to all participants.

~~59.02~~ Rules

Robert's Rules of Order, Revised, except where inconsistent with the express provisions of law, these bylaws, or other resolutions of the Commission, shall govern the conduct of meetings of the Commission.

~~95.03~~ Close of Public Hearing

No evidence shall be taken after the public hearing is closed on a matter. ~~The public hearing may be reopened to take additional evidence, at the discretion of the Commission, prior to action on the matter.~~

~~95.04~~ Addressing the Commission

As per the Brown Act⁻², the public may comment on any agenda item, however shall do so in the following manner:

Each person addressing the Commission ~~shall is requested, but not required, to~~ give his/her name and address in an audible tone of voice for the record and ~~shall writeto~~ provide the same on a speaker register used to prepare the meeting minutes. ~~He/she~~The speaker is requested to ~~shall~~ state whether he or /she is appearing as a representative or in a professional capacity such as an attorney, engineer, etc., and ~~shall to~~ state the name of the individual or organization he or /she is representing, if applicable. Unless additional time is granted by the Chair, all remarks shall be limited to ~~two three~~ 9(~~23~~) minutes and shall be addressed to the Commission as a body and not to any individual member thereof. The Chair may limit repetitive testimony in the interest of time. No person, other than members of the Commission and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Commission, except through the Chair. Any person who wishes to address the City Attorney or staff shall do so through the Chair and not pose questions or remarks to the Attorney or staff directly.

~~9.05~~ 5.05 Motions

When making a motion, the following options are available:

- (a) Deny without prejudice

- (b) Deny with prejudice
- (c) Approval
- (d) Approval with conditions
- (e) Continue (table)

95.06 Voting

The Chair has the right to vote and make a motion on any issue before the Commission. ~~He/she need not exclaim his/her vote except to break a tie and if not exclaiming his/her vote, it will be recorded with the majority unless so designated otherwise.~~

The vote of all Planning Commissioners, including the Chair, shall be recorded and no vote shall be taken in secret. All Planning Commissioners ~~are required to~~ shall vote on an item when legally able to do so.

95.07 Super-Majority Vote

Some planning actions, such as approval recommendations for general plan or specific plan amendments, require a super-majority vote, i.e., the affirmative vote of not less than a majority of the total membership of the Planning Commission. The super-majority vote requires the affirmative vote of four (4) of the seven (7) Planning Commissioners.

95.08 Tie-Vote, Lack of Majority Vote

A tie-vote occurs when there is an equal number of Commissioners who voted in favor of a motion as have voted not in favor of a motion, such as a 3-3 vote. A lack of majority ~~of~~ vote occurs when less than half of the votes cast support the motion, such as a 3-4 vote. When either a tie-vote or lack of majority vote occurs, the motion fails, thereby resulting in no action. A majority vote is necessary to take ~~an~~ action on an item, regardless of whether the Planning Commission has final authority or advisory authority.

~~In the event of a tie vote, the Planning Commission may consider continuing the item in order to obtain of a majority vote. However, the tie vote shall be resolved in a timely manner to ensure no project is inadvertently deemed approved under the Permit Streamlining Act.~~

~~The failure of the Planning Commission to make a majority recommendation to the City Council regarding amendments to the General Plan results in the item not going forward to the City Council, unless the applicant appeals.~~ In all cases, the Planning Commission shall work towards formulating a majority recommendation. If this cannot be achieved, the Planning Commission shall clearly summarize their issues to provide direction to the applicant or to the City Council.

95.09 Abstentions

Prior to taking action, the Commission must receive and weigh all presented evidence and testimony. In cases where a Commissioner is not present for public testimony on an item, the Commissioner should abstain from voting. This notwithstanding, in cases where an item has been continued from a meeting at which a decision-maker has been

absent, the decision-maker can review the videotape of the meeting or the meeting minutes and participate in the continued hearing and vote.

A Planning Commissioner abstaining from voting shall state a reason. ~~The abstention shall generally be counted as a vote with the majority. Examples of abstentions that would not be recorded as a vote for the motion include, but are not limited to, abstentions due to a conflict of interest, when an affirmative vote is required for the matter, or if the abstention would break a tie vote.~~

95.10 Passing the Gavel

When neither the Chair nor the Vice Chair is present or able to vote due to a conflict of interest, the gavel shall be passed to the Commissioner with the longest years of service as ~~a the Chair Pro Tempore with authority~~ Planning Commissioner to preside over the meeting and/or the agenda item.

95.11 Seating Arrangement

To encourage the integration of recently appointed Commissioners, a meeting seating arrangement shall be established by the Chair.

95.12 Exhibits

All exhibits filed in connection with any pending matter become part of the record of the proceedings and shall be retained subject to compliance with applicable records retention policies of the City.

95.13 Order of Procedure, Public Hearing Guidelines

The following guidelines are for general agenda items. Variations on the guidelines for public hearing items are noted in parentheses.

- Staff report
- Clarifying questions to staff
- Applicant presentation
- Clarifying questions from Commissioners to Applicant
- Public comment on item (Chair opens public hearing)
- Applicant responds to questions, comments for clarification, amplification
- (Close public hearing by motion of Commission)
- Commissioners deliberate, discuss the item
- Commissioners vote

The Chair may vary the order otherwise provided above.

95.14 Notice of Hearings

~~The Commission may require a notice in addition to that required by law. In such cases, the Chair shall direct that notice be given by a specified method. Failure to provide this~~

~~additional notice shall not be grounds for the Planning Commission to deny or not consider the request.~~

~~9.15~~—Reports by Staff or its Consultants

Written reports by staff or its consultants shall be considered a part of the official record of the proceeding to which they relate. Copies of any such written report shall be made available to the public at any hearing held on the proceeding to which such report relates.

Section ~~10.6~~ – Commissioner Conduct

~~106.01~~ Purpose

The Planning Commission recognizes that differences of opinion are inherent in its land use subject matter and duties, whether they are differing opinions among Commissioners, or, between Commissioners and staff, or Commissioners and the public. The Commission also recognizes that discussion and resolution of such differences are often the basis for crafting land use decisions that are most appropriate for the City and its neighborhoods. It is the policy of the Planning Commission to recognize such differences and to provide a forum that allows them to be expressed in a respectful, courteous manner.

~~106.02~~ Recognition from Chair to Make Remarks

A Commissioner shall obtain recognition from the Chair and address all remarks including those to staff and the City Attorney to the Chair. Once a Commissioner has the floor, questions to the City Attorney and staff shall be directed through the chair.

~~10.03~~ ~~6.03~~ Appropriate Remarks

A Commissioner should confine remarks to the merits of the pending question. All statements should have bearing on the adoption of the immediately pending question.

A Commissioner should refrain from offensive remarks directed towards another Commissioner or staff.

A Commissioner should not read lengthy passages from reports, books, quotations, etc., without permission of the Commission.

~~10.04~~ ~~6.04~~ When to Withdraw a Motion

The maker of a motion who no longer supports his or her motion should ask permission to withdraw the motion. The maker of a motion may vote against the motion but cannot speak against it.

~~10.05~~ ~~6.05~~ Courtesy to Others

A Commissioner should refrain from disrupting the Commission and give courteous attention to other speakers.

No member should speak a second time on a question if any member who has not yet spoken on the question wants to do so.

A Commissioner should be open to all concerns and listen to all participants with an open mind, even if he or /she disagrees with them.

~~10.06~~ 6.06 Ex-parte Communication

Commissioners are discouraged from suggesting any change to any project to the applicant or staff, before the project is considered by the Commission as a whole. In addition, to ensure that all Commissioners receive the same information relative to a project that will be reviewed by the Commission, third party contacts are discouraged. Any such communications ~~should~~ must be disclosed by the Commissioner at the Commission meeting, prior to the item being considered.

~~10.07~~ 6.07 Communications with the Press

When speaking to the press, Commissioners ~~should be very specific in~~ shall clearly state stating that they are speaking for themselves only and not for the Commission as a whole.

~~10.08~~ 6.08 Professionalism

Commissioners are expected to exhibit a professional demeanor during public meetings at all times, to ensure decorum and respect to fellow Commissioners, City staff and the public.

~~As Milpitas City officials, it is important that Commissioners dress professionally. During the summer months, from July through September, Commissioners may dress for very warm weather, however, attire should be appropriate for public meetings.~~

~~10.09~~ 6.09 Continued Training

Commissioners should continually strive to improve their land use knowledge and skills.

~~As funding is available, m~~Members of the Planning Commission are encouraged to annually attend the League of California Cities Planner's Institute and may additionally attend the League's Annual Conference. Alternatively, and subject to available funding, Planning Commissioners may choose to attend local conferences or trainings rather than the League's Conference if ~~the following two factors are satisfied~~: (1) the conference or training is related to planning issues applicable in Milpitas, and (2) the amount of money expended by any one Commissioner does not exceed the cost of attending the two League Conferences, as budgeted for the year.

~~10.10~~ 6.10 Meeting Preparation

The General Plan is the City's vision for itself and all Planning Commission decisions must be consistent with it. The Zoning Ordinance is a tool used by the Commission to implement the General Plan. These are Council approved documents and legally binding.

It is the responsibility of each Planning Commissioner to read and comprehend both the General Plan and the Zoning Ordinance in order to make sound decisions on issues brought before the Commission.

The effectiveness of the Planning Commission requires the Commissioners thoroughly prepare themselves prior to a public meeting. This may include ~~site visits~~, research or calling upon city Planning staff for clarification and understanding of what is to be discussed.

610.11 Meeting Participation

Each Commissioner's input is important and valued. All Commissioners in attendance are expected to participate.

106.12 Position Justification

Public decisions must be accompanied with coherent reasons, as ~~since~~ statements are incorporated into the legal record.

106.13 Staff and Commissioner Roles

Staff's Role

Planning staff's role is to provide the Commission with the information it needs to make an independent decision and to provide the Commission with a professional recommendation supported with analysis. Staff's responsibilities include public noticing and reviewing of applications for completeness and compliance with all local and state codes, including the California Environmental Quality Act (CEQA). In addition, staff shall assist with facilitating meetings, ~~when needed~~.

Commissioner's Role

A Planning Commissioner's role is to review the information provided by staff, evaluate written and oral testimony provided by the general public and the applicant, to analyze the project proposal itself, and to make an independent decision which is in the best interests of the City and in conformance with applicable laws and regulations.

106.14 The Brown Act

The Brown Act is the California Open Meeting Law. The Planning Commission and Commissioners are subject to its provisions.⁻² Commissioners with questions should contact the City Attorney, the Planning Commission Chair or Planning staff.

106.15 Addressing Others

The appropriate title should be used when acknowledging a meeting participant, such as "Mr.", "Ms.", "Commissioner", "Chair", "Vice-Chair", etc. This shows respect, professionalism and avoids the appearance of favoritism.

106.16 Conflicts of Interest/Code of Ethics

The City Attorney ~~can~~may be able to provide advice on avoiding legal and perceived conflicts of interest. Questions on a possible conflict should be addressed to the City Attorney prior to the meeting. Any member of the Planning Commission who has a conflict of interest with an item on the agenda shall excuse him or ~~herself~~ prior to the introduction of the agenda item, as required by law.

If at a meeting, an unresolved issue arises as to whether a Planning Commissioner may have a conflict of interest on an agenda item, the Planning Commission may seek the advice of the City Attorney. The Planning Commission may continue the item to a future agenda for resolution of the matter, with consideration of any applicable Permit Streamlining Act provisions.

Each Commissioner should work towards maintaining the highest actual and perceived integrity level while sitting on the Commission. In addition, Planning Commissioners shall adhere to ~~the Code of Ethics adopted by City Council Resolution 2714, attached in the Appendix,~~any applicable local regulations governing ethical conduct adopted by the City of Milpitas.

Section 7 – Subcommittees

7.01 Creation of Subcommittees

Per Milpitas Municipal Code Section I-500-1.13, the Planning Commission is authorized to create subcommittees composed of at least two (2) members of the Planning Commission.

7.02 Duties

The duties of any Subcommittee established by the Planning Commission shall be as proscribed by the Planning Commission at the time of the formation of the Subcommittee.

7.03 Meetings

To the extent possible^[10], each Subcommittee meeting shall be held prior to the start of a regularly scheduled Planning Commission meeting.

7.04 Attendance

Each Subcommittee shall consist of two (2) members and an alternate. Attendance of the two (2) members at Subcommittee meetings is required and attendance of the alternate is highly recommended.

7.05 Terms

Subcommittee terms shall be a period of ~~six~~ ^[11]months. At a regularly scheduled Planning Commission meeting, prior to the beginning of a new term, Planning staff shall announce the Subcommittee members serving on the upcoming term based on the rotation schedule below. Established by the Planning and Neighborhood Services Director or his or her designee.

In order to avoid, where possible, having recently-appointed Planning Commissioners with no previous experience on the Planning Commission serving on the Subcommittee, each member of the Planning Commission shall begin his/her service on the Subcommittee as an alternate member for one term^[12].

7.06 Inability to Serve Due to Conflicts of Interest

In order to maintain the effectiveness of the Subcommittee, each Commissioner, prior to becoming a Subcommittee member, shall consult with the Planning staff and City Attorney to determine the likelihood of facing regular conflicts^[13]. Should a Commissioner determine, based on the advice of the City Attorney, that she or he is likely to face regular conflicts of interest, the Commissioner shall abstain from participating on the Subcommittee as either a member or alternate. If a member cannot participate on the Subcommittee due to such a conflict, the Planning Commission Chair shall serve in his or her place. If the Chair cannot serve due to a conflict, then the Planning Commission Vice-Chair shall serve. If neither the Chair nor Vice Chair can serve due to such conflicts, the Commissioner with the longest years of service shall serve.

7.07 Planning Commission Representation on City Subcommittees

Upon the request of the City Council or City staff, Planning Commission representation may be required on various City subcommittees, such as the Transportation Subcommittee and the Flood Plain Subcommittee. The appointment of a representative shall be made annually by the majority vote of the Planning Commission unless a particular representative has been specified by the City Council.

¹ ~~These provisions are based on City of Milpitas Municipal Code Title I Chapter 500 (Ordinance 41.8 (part), 1997). Any modifications to these provisions must be consistent with the underlying Code provisions.~~

² ~~Brown Act, California Open Meeting Law, Government Code Sections 54950-54962. The Brown Act generally requires that Planning Commission business occur at public meeting, with notice provided through a posted agenda. The agenda both guides and limits the scope of the Commission business considered at the meeting. Additional notice for specific agenda items may be required pursuant to other statutes and ordinances.~~

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING SITE DEVELOPMENT PERMIT NO. SD17-0009 TO CONSTRUCT A NEW CARPORT WITH ROOFTOP SOLAR ON A 5.1 ACRE SITE AT 430 EVANS ROAD**

WHEREAS, on March 31, 2017, an application was submitted by Tiffany Swisa of NRG Clean Power (“Applicant”), for a development proposal to allow the construction of a 1,072 square foot carport with a rooftop solar photovoltaic system on a 5.1 acre site at 430 Evans Road (APN: 029-35-023) (the “Project). The Project site has a General Plan Designation of Hillside Very Low Density, and is zoned Single Family Residential - Hillside; and

WHEREAS, the Planning Division completed an environmental assessment for the Project in accordance with the California Environmental Quality Act (CEQA), which assessment determined that the proposed Project is exempt from CEQA review pursuant to Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines; and

WHEREAS, on August 23, 2017, a duly-noticed public hearing was held by the City of Milpitas Planning Commission on the subject Project application, at which time all those in attendance were given the opportunity to speak on the Project and the Planning Commission recommended approval of the Project to the City Council subject to Conditions of Approval; and

WHEREAS, on October 3, 2017, a duly-noticed public hearing was held by the City of Milpitas City Council on the subject Project permit application, at which time all those in attendance were given the opportunity to speak on the Project.

NOW THEREFORE, the City Council of the City of Milpitas hereby finds, determines and resolves as follows:

SECTION 1: Recitals

The City Council has considered the full record before it, which may include, but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and incorporated herein by reference.

SECTION 2: CEQA Finding

The Project is exempt from further environmental review under the CEQA pursuant to Section 15303 for “New Construction or Conversion of Small Structures,” which includes at subsection (e) “Accessory (appurtenant) structures, including garages, carports, patios, swimming pools, and fences,” because it can be seen with certainty that there is no possibility that these actions may have a significant effect on the environment. The Project’s proposed new construction of a carport is within a residentially zoned area.

SECTION 3: Site Development Permit Findings (Section XI-10-57.03(F)(1))

The City Council makes the following findings based on the evidence in the public record in approving Site Development Permit No. SD17-0009:

- 1. The layout of the site and design of the proposed buildings, structures and landscaping are compatible and aesthetically harmonious with adjacent and surrounding development.*

The architectural design and site planning of the proposed carport are aesthetically compatible with the existing residence, as well as the neighboring homes. It will continue to add to the diversity of architectural styles to the neighborhood, while minimizing changes to the natural topography of the site. The proposed carport also incorporates earth tone colors, complementing the surrounding color palette.

- 2. The project is consistent with the Milpitas Zoning Ordinance.*

As demonstrated in the tables below, the proposed carport meets the development standards of the Single Family Hillside Zoning District for setbacks, height requirements, impervious surfaces, and grading.

Table 1
Summary of Development Standards

Standards	Required	Proposed	Complies
Front Setback	25 ft. minimum	201 feet and 7 inches	Yes
Side Yard Setback	40 ft. minimum	116 feet and 7 inches	Yes
Rear	40 ft. minimum	260 feet and 11 inches	Yes
Size of Main Residence	10,000 sq. ft. maximum	No change	Yes
Size of Accessory Structures	1,200 sq. ft. maximum per structure	1,072 sq. ft.	Yes
Impervious Surfaces	10% of the lot area of 22,194.7 sq. ft.	No change	Yes
Building Height (Maximum)	17 ft. west of crestline; 27 ft. east of crestline	14 feet and 3 inches	Yes

Due to the subject property's location, the project is also required to comply with the development standards in the City's Hillside Combining District. Per Milpitas Municipal Code Section 45.09-7, the Planning Commission and City Council shall consider the following guidelines in their review of this process. Staff believes the home is consistent with the Hillside Architectural Guidelines as demonstrated. See Table 2 below for consistency.

Table 2
Hillside Zoning Ordinance Compliance

Site and Architectural Guidelines <i>Section 45.09-7</i>	Consistency Finding
<p><i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i></p>	<p>Consistent. This finding can be met because the project site is located at the foot of the hillside and, by minimizing heights, the project has minimal potential of interfering with views of the hillside. The proposed carport is on a 5.1 acre parcel sitting more than 40 feet back from their property line with a minimum of 200 feet between the closest neighboring home, and therefore, will not interfere with privacy.</p>
<p><i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i></p>	<p>Consistent. The project does not propose to remove any trees from the site. The proposed carport will not require any new grading or new pavement on the site, and therefore, will be preserving the natural landscape of the property.</p>
<p><i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i></p>	<p>Consistent. The proposed carport is setback more than 200 feet from the front property line and will be screened by existing landscaping and trees, and as a result, will continue to minimize the perception of excessive bulk.</p>
<p><i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i></p>	<p>Consistent. This finding can be met in that the carport is proposed to be one story, will not exceed 17 feet in height from grade, and is set back further than what the Municipal Code requires. The low profile design, along with the flat roof and proper site placement, together ensure that the natural light and air for the adjacent properties and their ability to utilize solar energy will not be impaired.</p>
<p><i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i></p>	<p>Consistent. The construction of the carport will not involve any additional grading on the project site. The impact will be minimal and therefore, meets the grading ordinance criteria.</p>

Site & Architectural Design

The project is designed in a contemporary style, which adds to the diversity of the neighborhood. The carport will be composed of galvanized materials and will be colored earthy gray. All exterior materials and finishes work together as a palette of earth-tone colors, creating harmony with the surroundings. The colors used and materials are complementary to the neighboring residences and within an earth-tone range.

Grading and Landscaping

The construction of the proposed carport will not require any new grading and landscaping for the site. Therefore, the Project's impact in this regard will be minimal.

Crestline Zone of Protection

In an effort to protect the quality of views of the hills from the valley floor, development standards related to crestlines have been incorporated into the Milpitas Municipal Code. Per Municipal Code Section XI-10-45.06, the purpose of the crestline zone of protection is to preserve the natural quality of the crestline and the slopes immediately below, when viewed from the valley floor. The crestline zone of protection is the area westerly of the perceived crestline and between the perceived crestline and an elevation one hundred feet below. No structure may visually intrude into the crestline zone of protection area. Since the Project is located at the bottom of the hillside, west of the perceived crestline, and the height of the proposed carport is less than the maximum permitted height limit stipulated by the Municipal Code, the Project will not be visible from the valley floor, nor will it visually intrude into the Crestline Zone of Protection.

3. The project is consistent with the Milpitas General Plan.

The Project is consistent with the Milpitas General Plan, and particularly with Policy No. 2.a-I-23, which limits new development in the Hillside Area to only to Very Low Density Residential, open space and park uses. The Project meets this finding, as the Project site is a part of an approved single-family home and will not be adding new dwelling units. In addition, the Project likewise conforms to Policy No. 2.a-I-25, which protects the natural character of the hillside by, among other things, requiring that grading is minimized. The Project is consistent with this policy in that it will not require any additional grading or new pavement on the site. The proposed carport is designed to fit in with the existing features of the property and reduces the visual impact as viewed from the valley floor.

4. In the case of a project located within a Specific Plan, the following additional finding shall be made: The project is consistent with the Specific Plan.

The Project is not located within a Specific Plan. Accordingly, this finding does not apply to the Project.

SECTION 4: City Council Approval

Based on the foregoing, the City Council hereby approves Site Development Permit No. SD17-0009, to allow the construction of a carport with a rooftop photovoltaic system in the hillside district, based on the above findings and subject to the Conditions of Approval attached hereto as **Exhibit A** incorporated herein.

PASSED AND ADOPTED this _____ day of _____ 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

EXHIBIT A
CONDITIONS OF APPROVAL
SITE DEVELOPMENT PERMIT NO. SD17-0009
430 EVANS ROAD, (APN 029-31-003)

General Conditions

1. General Compliance. The applicant and owner, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit. Site Development Permit No. SD17-0009 ("Permit") shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed. **(P)**
2. Modifications to project. Any deviation from the approved site plan, floor plans, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, the Permittee shall be required to apply for review and obtain approval of the Planning Commission, in accordance with the Zoning Ordinance. **(P)**
3. Effective Date. Unless there is a timely appeal filed in accordance with the Milpitas Municipal Code, the date of approval of this Permit is the date on which the decision-making body approved this Permit. **(P)**
4. Acceptance of Permit. Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following: **(P)**
 - a. Acceptance of this Permit by Permittee; and
 - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
5. Permit Expiration. Pursuant to Section XI-10-64.06 of the Milpitas Municipal Code, this Permit shall become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Municipal Code, an activity permitted by this Permit shall be deemed to have commenced when the project: **(P)**
 - a. Completes a foundation associated with the project; or
 - b. Dedicates any land or easement as required from the zoning action; or
 - c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.
6. Time Extension. Pursuant to Section XI-10-64.07 of the Milpitas Municipal Code, unless otherwise provided by State law, Permittee shall have the right to request a one-time extension of the Permit if the request is made in writing to the Planning Division prior to the expiration date of the approval. **(P)**
7. Project Job Account. If Permittee's project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee's private job account is paid in full and the required deposit has been made. Additionally, prior to the issuance of any building permit or occupancy permit, as applicable,

Permittee shall pay in full the project account balance and establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit. **(P)**

8. Notice. Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the applicant may file a protest has begun under California Government Code Section 66020(d)(1). **(P)**
9. Cost and Approval. Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. Permittee shall pay all required fees and charges to City at the rate in effect at time of building permit issuance, or, the rate in effect when the fees and charges are due and paid in full to City. There is no vesting of any fees or charges with the adoption of this Resolution. **(P)**
10. Conditions. Each and every condition set forth in this Exhibit shall apply to the project and continue to apply to the project so long as the Permittee is operating the project under the permits and approvals in this Resolution. **(P)**
11. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. **(CA/P)**
12. Previous Approvals. Permittee shall abide and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit. **(P)**
13. Indemnification. To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the project, including but not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use, or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. **(P)**
14. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Zoning Code. **(P)**
15. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable.

16. Conformance with Approved Plans. Permittee shall develop the approved project in conformance with the approved plans approved by the City Council on October 3, 2017, in accordance with these Conditions of Approval. Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, Permittee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**
17. Response to Conditions of Approval. Permittee shall provide a written response to comments upon submittal for building permit application. The responses should clearly indicate how each condition of approval has been addressed in the plans and shall note the appropriate plan sheet. **(P)**
18. Provision of Conditions of Approval. Prior to the issuance of a building permit, the owner or designee shall include within the four first pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the project. **(P)**

Fire Department

19. Compliance with the Fire Code. The project/development shall comply with the requirements of the Fire Department and the California Fire Code, as set forth in the Fire Department's Memorandum, dated June 12, 2017, as may be amended by the City of Milpitas. Changes to the site plan and/or internal circulation shall be reviewed and approved by the Fire Department. **(F)**

Building Department

20. Compliance with Building Code. The Project shall comply with the requirements of the 2016 CBC, CMC, CEC, CPC, Green Building Standards Code, California Energy Code and the Milpitas Municipal Code, as codified on the date the building permit for the project is granted. **(B)**

(P) = Planning

(B) = Building

(F) = Fire Prevention

(CA) = City Attorney

MEETING MINUTES

MILPITAS PLANNING COMMISSION Milpitas City Hall, Council Chambers 455 E. Calaveras Blvd., Milpitas, CA

Wednesday, August 23, 2017

- | | |
|--|--|
| I. PLEDGE OF ALLEGIANCE | Chair Mandal called the meeting to order at 7:00 P.M. and led the Pledge of Allegiance. |
| II. ROLL CALL/ SEATING OF ALTERNATE | <p>Present: Chair Mandal, Vice Chair Madnawat, Commissioners Sandhu, Ciardella, Maglalang, Mohsin, Chua</p> <p>Absent: Morris (excused)
Alternate Member Chua was seated for voting.</p> <p>Staff: Bradley Misner, Katy Wisinski, Lillian Hua</p> |
| III. PUBLIC FORUM | Chair Mandal invited members of the audience to address the Commission and there were no speakers. |
| IV. APPROVAL OF MEETING MINUTES | <p>Chair Mandal called for approval of the August 9, 2017 meeting minutes of the Planning Commission.</p> <p>Motion to approve Planning Commission meeting minutes.</p> <p>Motion/Second: Commissioner Maglalang/Commissioner Sandhu</p> <p>AYES: 5</p> <p>NOES: 0</p> <p>ABSTAIN: 2 Ciardella, Mohsin</p> |
| V. ANNOUNCEMENTS | <p>Planning Director Bradley Misner said staff sent a poll to check the availability of the commissioners for a special meeting but the meeting is no longer necessary, and he thanked the commissioners for their willingness to meet.</p> <p>Commissioner Maglalang requested that the tree ordinance be agendized for a future meeting and made reference to protected trees and the June 22, 2016 Planning Commission meeting minutes.</p> |
| VI. CONFLICT OF INTEREST | <p>Deputy City Attorney Katy Wisinski asked if any member of the Commission had any personal or financial conflict of interest related to any of the items on the agenda.</p> <p>Commissioner Sandhu said he lives within 500 feet of 430 Evans Road and recused himself from Item IX-2.</p> |

**VII. APPROVAL OF
AGENDA**

Chair Mandal asked if staff or Commissioners had changes to the agenda.

Mr. Misner said Item IX-1 was being continued at the request of the applicant, and he recommended reversing the order of Items IX-2 and IX-3 so that Commissioner Sandhu could be present for the first item and then recuse himself and go home.

The agenda was approved as amended.

**VIII. CONSENT
CALENDAR
NO ITEMS**

IX. PUBLIC HEARING

IX-1 TENTATIVE PARCEL MAP – 1504-1620 S. MAIN STREET – P-MM17-0001: A request to approve a tentative parcel map entitlement for 1504-1620 S. Main St.

ITEM CONTINUED

IX-2 HILLSIDE SOLAR CARPORT – 430 EVANS ROAD – P-SD17-0009: A request for a Site Development Permit to construct a new carport with rooftop solar in the hillside.

This item was heard after Item IX-3.

Commissioner Sandhu left the council chambers at 7:50 PM

Project Planner Lillian Hua showed a presentation and reviewed the project.

Commissioner Mohsin asked if the carport will be visible from the street and Ms. Hua said it will be visible from Old Calaveras Road but not from Evans Road due to trees and shrubbery.

Chair Mandal asked if sunlight would reflect onto nearby properties and Ms. Hua was unsure but a representative from NRG Solar Company was present. He said the solar panels are tilted toward the sun and would be higher than the homes so reflections should not be an issue, and added that his company goes above and beyond any requirements for solar panels and he has never received complaints from neighbors about them.

Chair Mandal opened the public hearing and there were no speakers.

Motion to close the public hearing.

Motion/Second: Commissioner Chua/Commissioner Maglalang

AYES: 6

NOES: 0

Motion to Adopt Resolution No. 17-024 recommending approval of Site Development Permit SD17-0009 to the City Council, subject to the attached Conditions of Approval.

Motion/Second: Vice Chair Madnawat/Commissioner Ciardella

AYES: 6

NOES: 0

IX-3

SPRIG CENTER/MCCARTHY BLVD – APN 022-30-048 – P-SD17-0003, P-UP17-0005, P-EA17-0001: A request for a Site Development Permit, Conditional Use Permit, and Environmental Assessment for the construction of six structures, including a retail store, gas station with car wash and fueling canopy, and a mini-storage complex, totaling 188,011 square feet on a 9.34 acre site.

This item was heard before Item IX-2.

Commissioner Ciardella and Chair Mandal disclosed that they met with the developer of this project.

Commissioners Chua and Ciardella disclosed that they attended the groundbreaking ceremony for the McCarthy Creekside project.

Ms. Wisinski asked each commissioner who made a disclosure to confirm that they could fairly and impartially evaluate the hearing item before them and each commissioner stated they could.

Project Planner Lillian Hua showed a presentation and reviewed the project.

Vice Chair Madnawat asked why an EIR was prepared in 2009 and Ms. Hua said it was for the McCarthy Ranch mixed-use project south of this project site, and was prepared in anticipation that eventually all of the vacant land would be developed.

Vice Chair Madnawat asked if there were any findings that required mitigation and Ms. Hua said that as part of the resolution and conditions of approval (COA) the applicant is required to comply with the mitigation measures from the 2009 EIR.

Vice Chair Madnawat does not believe one break in the divider is large enough to accommodate the traffic. Ms. Hua said there is no plan to widen the road but the City Traffic Engineer evaluated the project and one traffic signal was required in the traffic study conducted as part of this project review.

Commissioner Maglalang asked what the statute of limitations is for the 2009 environmental assessment. Ms. Wisinski said when the 2009 EIR was completed it was anticipated that projects would come in over a number of years, and as they come in staff evaluates if there are any new impacts or mitigation measures that need to be changed to determine whether or not the EIR still stands. It has been determined that the proposed project is still within the scope of the 2009 EIR.

In regards to Vice Chair Madnawat's traffic questions, Mr. Misner referenced COA #29 G on page 14 of the resolution which addresses the removal of approximately 300 feet of the existing striped center turn lane, replacing it with a new, raised median island, including a left turn lane in the north bound of McCarthy Blvd to the main site driveway.

Ms. Hua said COA #29 C had indicated that full street width asphalt concrete would be needed; however, staff worked with the applicant and revised the condition and the applicant will only be required to micro-surface up to the median island.

The project architect was present and does not anticipate any issues with the left turn lane. He said the traffic report was completed in 2009 and the traffic load they are currently bringing to the site is less than half of what that report was assuming.

Vice Chair Madnawat asked if there will be a barrier, such as a wall, to prevent wildlife from entering the site and the project architect said there will be a fence that he believes will do the job.

Mr. Misner said that while the initial traffic analysis was conducted with the EIR in 2009, the applicant did have a traffic study completed in the spring of 2017 which found that the traffic generation would be far less than anticipated in the EIR.

Chair Mandal opened the public hearing and there were no speakers.

Motion to close the public hearing.

Motion/Second: Commissioner Maglalang/Commissioner Chua

AYES: 7

NOES: 0

Commissioner Sandhu motioned to approve the project. Vice Chair Madnawat asked if he was amenable to having staff look into a barrier for wildlife.

Ms. Wisinski confirmed that Commissioner Sandhu's motion included the change to COA #29 C whereby the applicant will be required to improve the roadway to the median as opposed to the full width of the road.

Ms. Wisinski asked that Vice Chair Madnawat repeat his request and he said the intent is to provide a barrier to prevent wildlife from coming onto the parking lot and getting killed. Ms. Wisinski asked the architect to return and explain what the nature of the proposed fencing will be to determine if this is something that staff should explore further or might already be taken care of with the proposed fencing. The project architect said the water district does not want a wall and they have been directed not to install one. Vice Chair Madnawat said it was unnecessary to add a condition for a barrier.

Motion to Adopt Resolution No. 17-023 approving Site Development Permit P-SD17-0003, Conditional Use Permit P-UP17-0005, and Environmental Assessment P-EA17-0001, subject to the attached Conditions of Approval.

Motion/Second: Commissioner Sandhu/Commissioner Ciardella

AYES: 7

NOES: 0

X. NEW BUSINESS

NO ITEMS

XI. ADJOURNMENT

The meeting was adjourned at 8:08 PM.

Motion to adjourn to the next meeting.

Motion/Second: Vice Chair Madnawat/Commissioner Mohsin

AYES: 6

NOES: 0

*Meeting Minutes submitted by
Planning Commission Secretary Elia Escobar*



MILPITAS PLANNING COMMISSION STAFF REPORT

August 23, 2017

APPLICATION: **NEW HILLSIDE CARPORT – Site Development Permit No. SD17-0009** – A request for a Site Development Permit to construct a new carport with rooftop solar on a 5.1 gross acre lot, zoned R1-H Hillside Combining District.

RECOMMENDATION: **Staff recommends that the Planning Commission adopt Resolution No. 17-024, recommending approval of Site Development Permit SD17-0009 to the City Council, subject to the attached Conditions of Approval.**

LOCATION:

Address/APN:

430 Evans Road (APN 029-31-003)

Area of City:

North of East Calaveras Boulevard, south of Jacklin Road, on the Eastside of Evans Road

PEOPLE:

Project Applicant:

NRG Clean Power

Property Owner:

Peter and Kim Herrera/Parker

Project Planner:

Lillian Hua

LAND USE:

General Plan Designation:

Hillside Very Low Density (HVL)

Zoning District:

Single Family Residential-Hillside (R1-H)

Site Area:

5.1 acres

ENVIRONMENTAL:

Categorically exempt from further environmental review pursuant to Section 15303(e) of the California Environmental Quality Act (CEQA) for construction of new, small accessory structures, including garages, carports, patios, swimming pools, and fences.

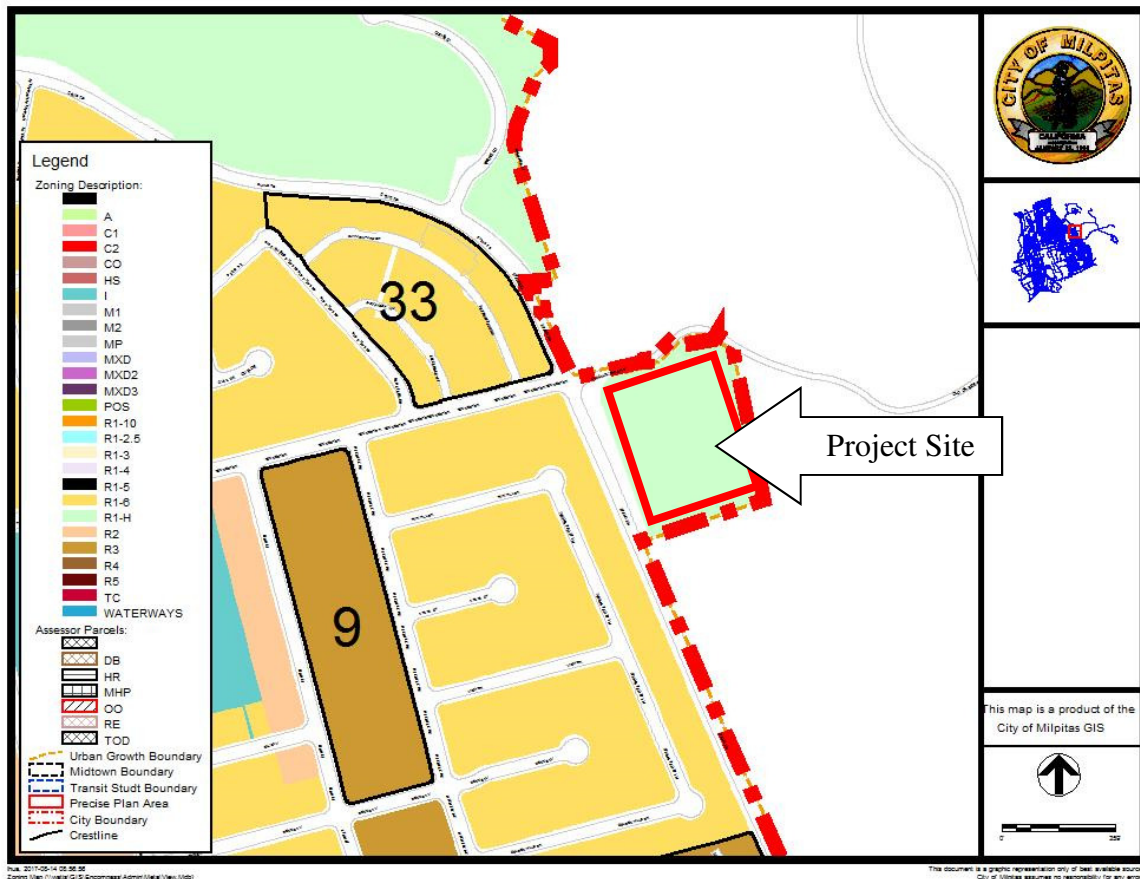
EXECUTIVE SUMMARY

The applicant is requesting a Site Development Permit to construct a 1,072 square foot carport with a rooftop solar photovoltaic system, adjacent to an existing bungalow and residence, on a 5.1 gross acre lot in the hillside.

Map 1
Project Location



Map 2 Zoning Map



BACKGROUND

History

The site was originally established as a farm in the mid-1890's by the Rose family, prominent Milpitas pioneers. Prior to the 1920's, the Belshaw family built a house on the site. Over the years, the original house was added until it reached its present grand size. Kim Parker purchased the home in 1987, restored the historic home and renamed it the "Last Word Ranch." The home is currently on the City of Milpitas's Historic Inventory List.

The Application

The following is a summary of the applicant's request:

- *Site Development Permit:* To allow the construction of a 1,072 square foot carport with a rooftop solar photovoltaic system on the hillside.

The Planning Commission generally has the authority to approve Site Development Permits. However, because the Project site is in a Hillside Combining District, this Site Development

Permit must be submitted to the City Council for approval, per Municipal Code Section XI-10-57.03(B)(1)(b).

PROJECT DESCRIPTION

Overview

The project site is a developed 5.1 acre parcel located along Evans Road. The property and neighboring properties are zoned Single Family Residential – Hillside. The project site is located adjacent to the City and Santa Clara County’s boundary line. A vicinity map of the subject site location is included on the previous page.

The applicant is requesting a Site Development Permit to construct a 1,072 square foot carport with a rooftop solar photovoltaic system on a hillside lot.

Location and Context

The project site is located in the northeastern portion of the City of Milpitas in the hillside area. The following table provides a summary of the Zoning and Land Uses surrounding the site:

Table 1:
Surrounding Zoning and Land Uses

	General Plan	Zoning	Existing Use
Subject Site	Hillside Very Low Density (HVL)	Single-Family Residential-Hillside (R1-H)	Single-family home
North	Hillside Very Low Density (HVL)	--- (Santa Clara County)	Single-family home
South	Hillside Very Low Density (HVL)	--- (Santa Clara County)	Vacant
East	Hillside Very Low Density (HVL)	--- (Santa Clara County)	Vacant
West	Single Family Low Density (SFL)	Single-Family Residential (R1-6)	Single-family home

PROJECT ANALYSIS

General Plan and Zoning Conformance

The General Plan designation for the project site is Hillside Very Low Density (HVL). The General Plan details the goals, objectives and policies for the City’s Hillside Area. It is characterized by gentle to steep slopes, grassy terrain with some chaparral and trees, wildlife, geologically unstable areas, the Ed R. Levin County Regional Park, and a feeling of remoteness from the more urban portions of the city. The Hillside Very Low Density designation allows a maximum of one (1) housing unit per ten (10) gross acres. The project is in conformance with the policies and standards in the City’s General Plan policies, as outlined in the following table:

Table 2: General Plan Consistency

Policy	Conformance
<p><i>2.a-I-23 Limit new development in the Hillside Area to only to Very Low Density Residential, open space and park uses.</i></p>	<p>Consistent. The proposed project is consistent with this guiding principle in that there is only one residential home on the hillside lot. The addition of a carport does not affect the maximum permitted density and therefore, is still maintaining the very low density development standards.</p>
<p><i>2.a.I-25 To ensure that development in the foothills is in keeping with the natural character of the hillside, and that views are protected, require city review and approval of all proposed development or major alterations to existing development in the hillside. As part of the review, ensure that:</i></p> <ul style="list-style-type: none"> • <i>Landscaping is of a type indigenous to the area;</i> • <i>That building designs, materials, and colors blend with the environment; and</i> • <i>Grading is minimized and contoured to preserve the natural terrain quality</i> 	<p>Consistent. The proposed project’s carport will be composed of galvanized materials, colored earthy gray, which will blend with the environment. The scope of work will not involve any grading and it will not add new pavement.</p>

The site is zoned Hillside Single Family Residential (R1-H). The “H” Hillside Combining District intends to promote and encourage the orderly development of the hillside area of the City by the application of regulations and requirements established to meet the particular constraints associated with development of hillside areas, including, but not limited to, geologic problems, slope, safe access and visibility. The proposed project meets the development standards for the R1-H zoning district.

Development Standards

Table 3 demonstrates the project’s consistency with the applicable development standards of the R1-H zone.

Table 3:
Summary of Development Standards

Standards	Required	Proposed	Complies
Front Setback	25 ft.	201 feet and 7 inches	Yes
Side Yard Setback	40 ft.	116 feet and 7 inches	Yes
Rear	40 ft.	260 feet and 11 inches	Yes
Size of Main Residence	Maximum of 10,000 sq. ft.	No change	--
Size of Accessory Structures	1,200 sq. ft. maximum per structure	1,072 sq. ft.	Yes
Impervious Surface Coverage	10% of the lot area of 22,194.7 sq. ft.	No change	--
Building Height (Maximum)	17 ft. west of crestline; 27 ft. east of crestline	14 feet and 3 inches	Yes

Due to the subject property's location, the project is also required to comply with the development standards in the City's Hillside Combining District. Per Municipal Code Section XI-10-45.09-7, the Planning Commission and City Council shall consider the following guidelines in its review. Staff believes the proposed carport is consistent with the Hillside Architectural Guidelines as demonstrated below. See Table 4 below for consistency.

Table 4
Hillside Zoning Ordinance Compliance

Site and Architectural Guidelines <i>Section XI-10-45.09-7</i>	Consistency Finding
<i>(a) Avoid unreasonable interference with Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.</i>	Consistent. The project site is located at the foot of the hillside and by minimizing heights, the project has a minimal potential of interfering with views of the hillside. The proposed carport is on a 5.1 acre parcel sitting more than 40' back from their property line with a minimum of 200' between it and the closest neighboring home and therefore will not interfere with privacy.
<i>(b) Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal.</i>	Consistent. The project is not proposed to remove any trees from the site. The proposed carport will not require any new grading or new pavement on the site, and therefore, will be preserving the natural landscape of the property.
<i>(c) Minimize Perception of Excessive Bulk. The design of the proposed main and /or</i>	Consistent. The proposed carport is setback more than 200 feet from the front property line and will

Site and Architectural Guidelines <i>Section XI-10-45.09-7</i>	Consistency Finding
<i>accessory structure(s) in relation to the immediate neighborhood should minimize the perception of excessive bulk.</i>	be screened by existing landscaping and trees, and as a result, will continue to minimize the perception of excessive bulk.
<i>(d) Impairment of Light and Air. The proposed main or accessory structure(s) shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.</i>	Consistent. The carport is proposed to be one story, will not exceed 17 feet in height from grade, and is set back further than what the Municipal Code requires. The low profile design, along with the flat roof and proper site placement, together ensure that the natural light and air for the adjacent properties and their ability to utilize solar energy will not be impaired.
<i>(e) Grading. All grading shall be kept to an absolute minimum and shall comply with the grading ordinance criteria.</i>	Consistent. The construction of the carport will not involve any additional grading on the project site. The impact will be minimal and therefore, meets the grading ordinance criteria.

Site & Architectural Design

The project is designed in a contemporary style, which adds to the diversity of the neighborhood. The carport will be composed of galvanized materials and will be colored earthy gray. All exterior materials and finishes work together as a palette of earth tone colors, creating harmony with the surroundings. The colors used and materials are complementary to the neighboring residences and within an earth tone range.

Grading and Landscaping

The construction of the proposed carport will not require any new grading and landscaping for the site. Therefore, the project's impact in this regard will be minimal.

Crestline Zone of Protection

In an effort to protect the quality of views of the hills from the valley floor, development standards related to crestlines have been incorporated into the Zoning Code. Per Municipal Code Section XI-10-45.06, the purpose of the crestline zone of protection is to preserve the natural quality of the crestline and the slopes immediately below, when viewed from the valley floor. The crestline zone of protection is the area westerly of the perceived crestline and between the perceived crestline and an elevation one hundred feet below. No structure may visually intrude into the crestline zone of protection area. Since the project is located at the bottom of the hillside, west of the perceived crestline, and the height of the proposed carport is less than the maximum height permitted by the Municipal Code, the project will not be visible from the valley floor, nor will it visually intrude into the Crestline Zone of Protection.

Rooftop Solar Energy System

In accordance with state law, the Milpitas Municipal Code provides a ministerial approval process to review applications for small residential rooftop solar energy systems. (MMC II-1.5, 'Streamlined Solar Permitting.') The rooftop solar proposed for the new carport is thus subject to review and approval through that process, and is not considered part of the SDP.

FINDINGS FOR APPROVAL (OR DENIAL)

A finding is a statement of fact relating to the information that the Planning Commission has considered in making a decision. Findings shall identify the rationale behind the decision to take a certain action. Staff has found that the proposed project is consistent with the General Plan, Zoning Ordinance, and all required Findings.

Site Development Permit Findings (Section XI-10-57-03-1(F))

- 1. The layout of the site and design of the proposed buildings, structures and landscaping are compatible and aesthetically harmonious with adjacent and surrounding development.*

As described within the staff report, the architectural design and site planning of the proposed carport is aesthetically compatible with the neighboring homes. The proposed carport also incorporates earth tone colors, complementing the surrounding color palette.

- 2. The project is consistent with the Milpitas Zoning Ordinance in that:*

As described within the staff report, the proposed home meets the development standards in the Single Family Hillside Zoning district, including requirements pertaining to setbacks, height requirements, impervious surface coverage, and grading.

- 3. The project is consistent with the Milpitas General Plan in that:*

The project is consistent with the Milpitas General Plan, and particularly with Policy No. 2.a-I-23, which limits new development in the Hillside Area to only to Very Low Density Residential, open space and park uses. The project meets this finding, as the project site is a part of an approved single-family home and will not be adding new dwelling units. In addition, the project likewise complies with General Plan Policy No. 2.a-I-25, which protects the natural character of the hillside by, among other things, requiring that grading is minimized. The project is consistent with this policy in that it will not require any additional grading or new pavement on the site. The proposed carport is designed to fit in with the existing features of the property and reduces the visual impact as viewed from the valley floor.

ENVIRONMENTAL REVIEW

A categorical exemption pursuant to Section 15303(e) of the CEQA Guidelines – New Construction or Conversion of Small Structures, applies to this project. Section 15303(e) includes, but is not limited to, the construction of accessory structures including garages, carports, patios, swimming pools, and fences. The project's proposed new construction of a carport with a rooftop solar photovoltaic system are within a residentially zoned area.

PUBLIC COMMENT/OUTREACH

Staff provided public notice for the application in accordance with City and State public noticing requirements. At the time of writing this report, there have been no inquiries from the public. A notice was published in the Milpitas Post on August 11, 2017. In addition, 68 notices were sent to owners and occupants within 300 feet of the project site. A public notice was also provided on the project site, on the City's Website, www.ci.milpitas.ca.gov, and posted at City Hall.

RECOMMENDATION

STAFF RECOMMENDS THAT the Planning Commission:

1. Open the Public Hearing to receive comments;
2. Close the Public Hearing; and
3. Adopt Resolution 17-024, recommending the City Council approve the Site Development Permit No. SD17-0009, to allow the construction of a carport with a rooftop solar photovoltaic system in the hillside district, subject to the findings and attached Conditions of Approval.

ATTACHMENTS

- A: Resolution 17-024
- B: Project Plans
- C. Fire Department Memorandum, dated June 12, 2017

PETER & KIM HERRERA/PARKER

17.25 kW DC SOLAR PHOTOVOLTAIC SYSTEM

430 EVANS RD MILPITAS 95035

THIS JOB TO COMPLY WITH 2016 CALIFORNIA RESIDENTIAL, MECHANICAL, ELECTRICAL, PLUMBING, ENERGY, AND GREEN BUILDING STANDARD CODE (AS APPLICABLE AND AS AMENDED BY THE LOCAL JURISDICTION)

VICINITY MAP



SCOPE OF WORK:

INSTALLATION OF (50) SOLAREEDGE SW345 MONO XL & (2) SOLAREEDGE SE7600A-US,
(17.25 KW DC PHOTOVOLTAIC SYSTEM)

Main Panel Upgrade / Main Breaker Downgrade: MPU

OCCUPANCY TYPE: R-3
CONSTRUCTION TYPE: V-B
UNSPRINKLERED
AHJ: CITY OF MILPITAS

SHEET INDEX:

- E1 - COVER
- E2 - NOTES
- E3 - SIGNAGE
- E4 - PROPERTY PLAN
- E5 - SITE PLAN
- E6 - STRUCTURAL PLAN
- E6.1- STRUCTURAL, ELEVATIONS
- E6.2 ATTACHMENT DETAIL
- E7 - SINGLE LINE DIAGRAM
- E7.1- ELECTRICAL CALCULATIONS
- E7.2- GROUNDING DETAILS
- E7.3 LABELING
- E7.4 EQUIPMENT ELEVATION
- E7.5 TRENCHING DETAIL
- E7.6 VOLTAGE DROP CALCULATION



Yossi Tamir
Yossi Tamir LIC#781353-B

NRG Clean Power
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Canoga Park, CA 91303
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Fax: 818-475-0118
www.nrgcleanpower.com

PETER & KIM HERRERA/PARKER

PROJECT:

DRAWN BY: _____
DATE: 3/24/2016
REV DATE: _____
REV NO: 0
CORRECTED BY: _____
SHEET NUMBER:

E1

430 EVANS RD
MILPITAS 95035


SOLAR PHOTOVOLTAIC SYSTEM NOTES:

1. All materials, equipment, installation and work shall comply with the following applicable codes:
-2016 CBC / 2015 IBC
-2016 CRC / 2015 IRC
-2016 CEC / 2014 NEC
-2016 CMC / 2015 UMC
-2016 CPC / 2015 UPC
-2016 CFC / 2015 IFC
-2008/2013 Building Energy Efficiency Standards
-Authority Having Jurisdiction
-2013 California Health and Safety Code,
-IEEE Standard 929
-UL Standard 1741
-2013 Residential Code
-Manufacturers' listings and installation Instructions

2. All work to comply with CEC Article 690
3. Utility shall be notified before activation of PV System
4. Removal of a utility-interactive inverter or other equipment shall not disconnect the building connection between the grounding electrode conductor and the PV source and/or output circuit grounded conductor
5. All PV system components shall be listed by a recognized testing agency
6. Wiring materials shall comply with maximum continuous current output at 25° C; Wire shall be wet rated at 90°C
7. Exposed photovoltaic system conductors on the roof will be USE-2 or PV Type Wire.
8. All exterior conduit, fittings, and boxes shall be rain-tight and approved for use in wet locations (NEC 314.15)
9. All metallic raceways and equipment shall be bonded and electrically continuous (NEC 250.90, 250.96)
10. For ungrounded systems, the photovoltaic source and output circuits shall be provided with a ground-fault protection device or system that detects a ground fault, indicates that fault has occurred, and automatically disconnects all conductors or causes the inverter to automatically cease supplying power to output circuits (CEC 690.35(C))
11. Any required grounding electrode conductor will be continuous, except for splices or joints at busbars within listed equipment (CEC 250.64C)
12. All PV modules and associated equipment shall be protected from any physical damage
13. All field-installed junction, pull, and outlet boxes

located behind modules shall be accessible directly or by displacement of a module secured by removable fasteners
14. For grounded systems, the inverter is equipped with ground fault protection and a GFI fuse port for ground fault indication
15. When backfed breaker is the method of utility interconnection, the breakers shall not read "Line and Load"
16. The installed solar system has a distributed weight of less than 4 psf
17. The concentrated load for each vertical support is less than 45 lbs
18. AC Disconnect is a "Knife Blade" type disconnect
19. The working clearances around the existing electrical equipment as well as the new electrical equipment will be maintained in accordance with NEC 110.26
20. The photovoltaic inverter will be listed as UL 1741 compliant
21. Work clearances around electrical equipment will be maintained per nec 110.26(a)(1), 110.26(a)(2) & 110.26(a)(3)
22. Smoke alarms and Carbon Monoxide alarms are required to be retrofitted onto the existing dwelling as per the 2016 CRC. These smoke alarms are required to be in all bedrooms, outside each bedroom, and at least one on each floor of the house. Carbon Monoxide alarms are required to be retrofitted outside each bedroom and at least one on each floor of the house. These alarms may be solely battery operated if the photovoltaic project does not involve the removal of interior wall and ceiling finishes inside the home; otherwise, the alarms must be hard wired and interconnected.
23. Smoke and carbon monoxide alarms are required per CRC Sections R314 and 315 to be verified and inspected by the inspector in the field.
24. When applying the 120% rule of CEC 705.12(D)(2), The solar breaker to be positioned at the opposite end of the bus from the main breaker per 705.12(D)(2)
25. Plumbing and mechanical vents through the roof shall not be covered by solar modules - no building, plumbing, or mechanical vents to be covered, obstructed or routed around solar modules
26. Removal of a utility-interactive inverter or other equipment shall not disconnect the building

connection between the grounding electrode conductor and the PV source and/or output circuit grounded conductor
27. The GEC to be protected from physical damage between the grounding electrode and the panel if smaller than a #6 copper wire
28. Where DC conductors are run inside building , they shall be contained in a metal raceway. Conduit shall run along the bottom of load bearing members
29. ALL ELECTRICAL WORK SH
DESIGNED PER 2016 CALIFORNIA ELECTRICAL CODE, AND 2014 NATIONAL ELECTRICAL CODE AND 2016 BUILDING ENERGY EFFICIENCY STANDARDS.
30. AND ELECTRICAL EQUIPMENT SHALL
LABELED, LISTED, OR CERTIFIED BY A NATIONALLY RECOGNIZED TESTING LABORATORY ACCREDITED OCCUPATIONAL SAFETY HEALTH ADMINISTRATION..
31. Fire Rating shall be Class A when instal with:
Type 1 fire rated modules,
Type 2 fire rated modules,
Type 3 fire rated modules.

THE INSTALLATION SHALL COMPLY WITH
* 2016 CA BUILDING CODE WITH LOCAL JURISDICTION AMENDMENTS
* 2016 CA RESIDNETIOLA CODE
* 2016 CA MECHANICAL CODE
* 2016 CA ELECTRICAL CODE
* 2016 CA GREEN CODE
* 2016 CA PLUMPING CODE
* 2016 CA ENERGY CODE
- 

Yossi Tamir

Yossi Tamir LIC#781353-B

NRG Clean Power

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Canoga Park, CA 91303

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www.nrgcleanpower.com

PROJECT:

PETER & KIM HERRERA/PARKIER

430 EVANS RD
MILPITAS 95035

DRAWN BY: _____

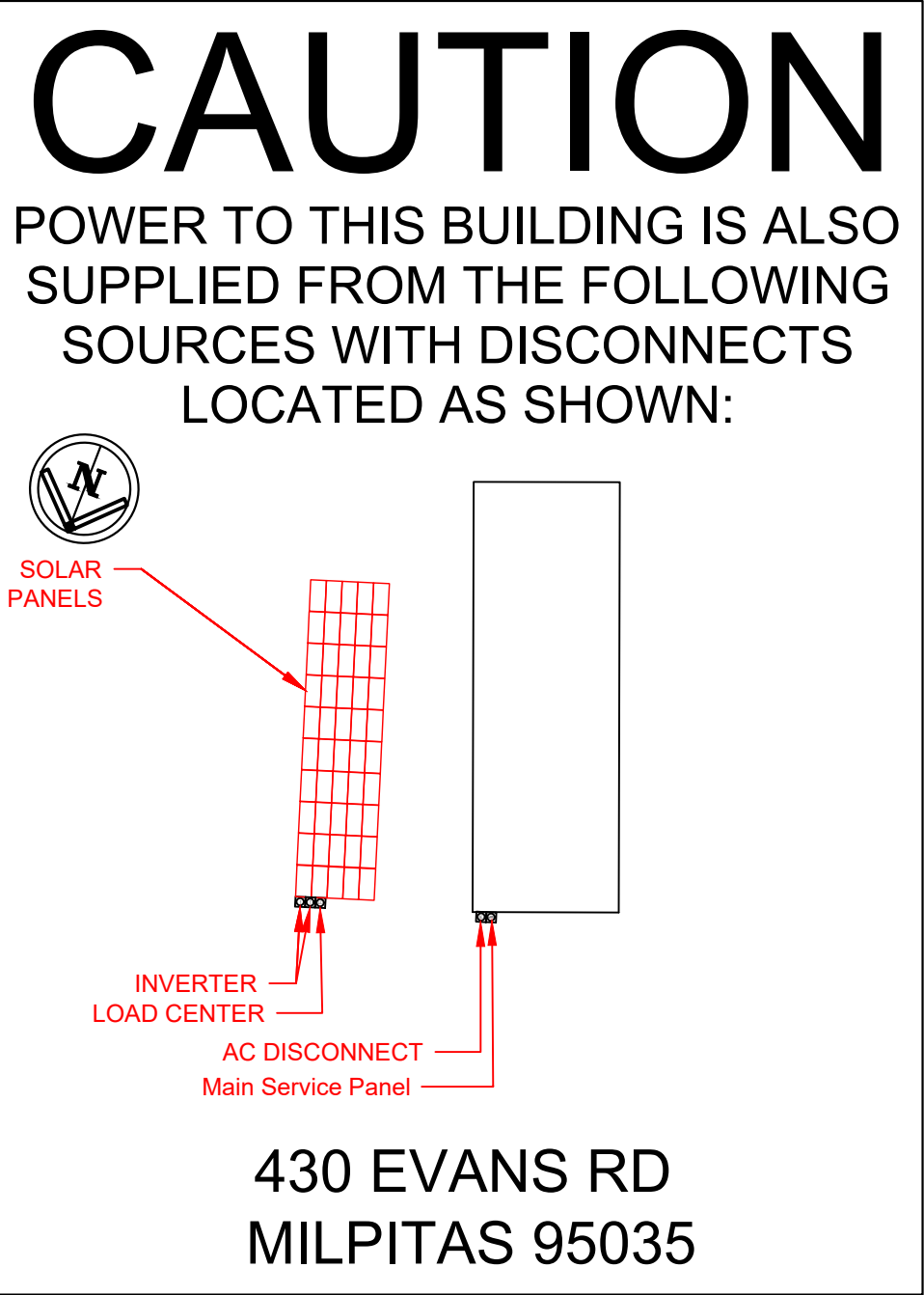
DATE: 12/20/16

SHEET NUMBER:

E2

SIGNAGE FORMAT: ALL LETTERS SHALL BE CAPITALIZED, 3/8" WHITE LETTERING ON RED BACKGROUND, ARIAL OR SIMILAR FONT, NON-BOLD; REFLECTIVE, ON WEATHER- RESISTANT MATERIAL SUITABLE FOR THE ENVIRONMENT (USE UL-969 AS STANDARD FOR WEATHER RATING) WILL BE USED; DURABLE ADHESIVE MATERIALS MEET THIS REQUIREMENT.

To be installed adjacent to the main electrical service:



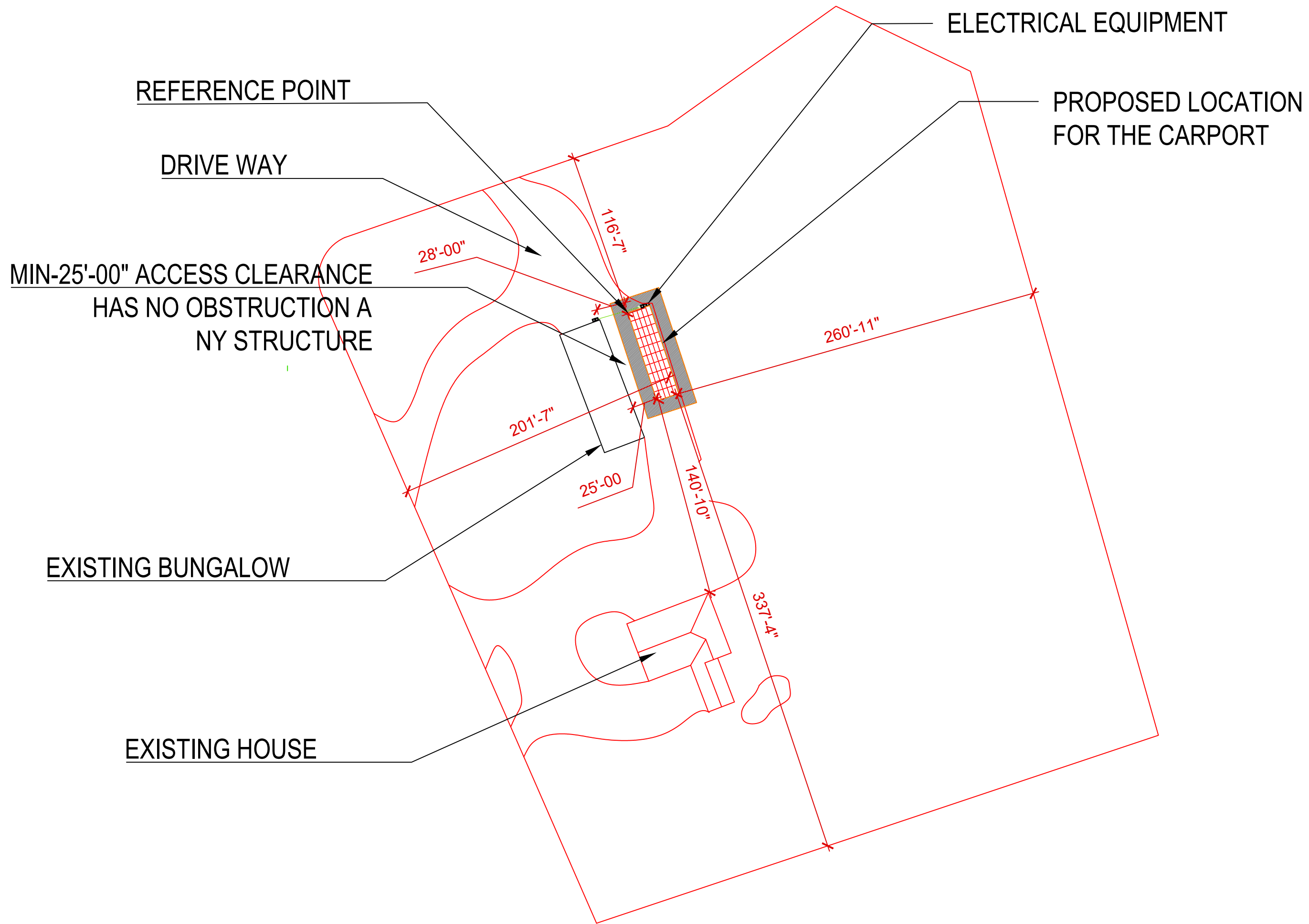
Yossi Tamir
Yossi Tamir LIC#781353-B

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PROJECT: PETER & KIM HERRERA/PARKIER
430 EVANS RD
MILPITAS 95035

DRAWN BY: ---
DATE: 12/20/16

SHEET NUMBER:
E3



Yossi Tamir
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PROJECT:
PETER & KIM HERRERA/PARKIER
430 EVANS RD
MILPITAS 95035

DRAWN BY: ----

DATE: 5/9/17

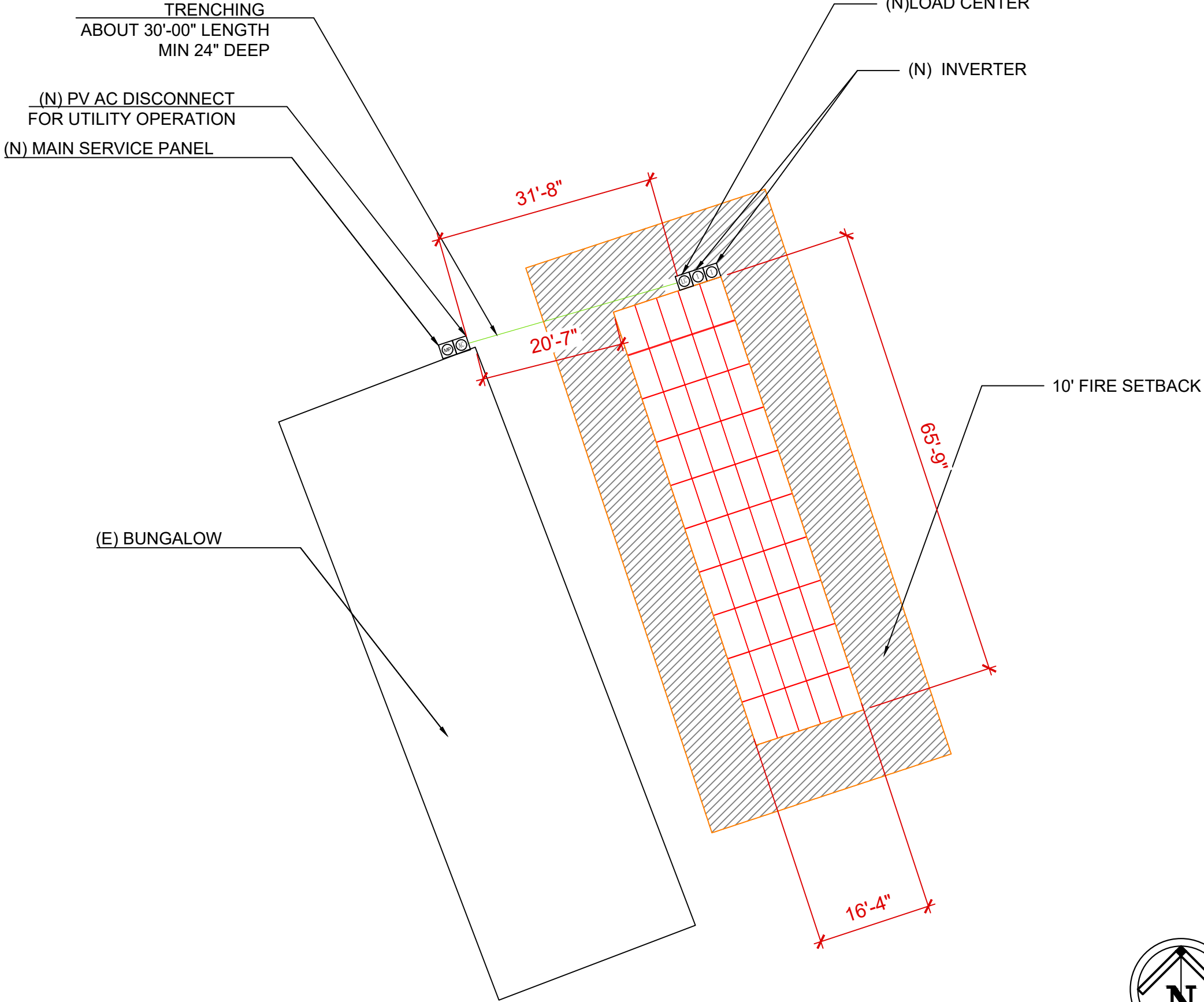
SHEET NUMBER:

E4








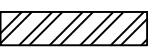
(50) (N) SOLAREEDGE SW345 MONO XL A **INSTALLED FLUSHED 15° ON CARPORT WITH 252° AZ. (FACING SOUTH WEST)**
1029.65 FT² OVER STEEL CARPORT.no pavement to be added -will use existing pavement

CONDUIT TO BE RUN ON CONDUIT BLOCKS MIN. 1" ABOVE ROOF SURFACE AND UNDER EAVES; CONDUIT TO BE PAINTED TO MATCH EXTERIOR/EXISTING BACKGROUND COLOR OF ITS LOCATION; CONDUIT TO BE LABELED AT MAX 10' INTERVALS.
CONDUIT RUN(S) AND JUNCTION BOX(S) LOCATIONS MAY CHANGE DUE TO FIELD CONDITIONS. CONDUIT TO BE INSTALLED PER CRC R331.3

Handled AC disconnect is required and "must" be located within 8 feet of main service panel.No part of the structure can be over 18" in height from the roof without an Professional Engineer's stamp. No structure may increase the height of the building by 10% of it's original height.



EQUIPMENT LEGEND

DESCRIPTION	
	SERVICE POINT & UTILITY METERING
	AC DISCONNECT W/ WARNING LABEL
	JUNCTION BOX
	INVERTER WITH WARNING LABEL (BUILT-IN DC DISCONNECT)
	LOAD CENTER WITH WARNING LABEL
	INTERIOR CONDUIT RUN
	FENCE
	FIRE ACCESS PATHWAY

SITE PLAN

SCALE: 1/16" = 1'-0"



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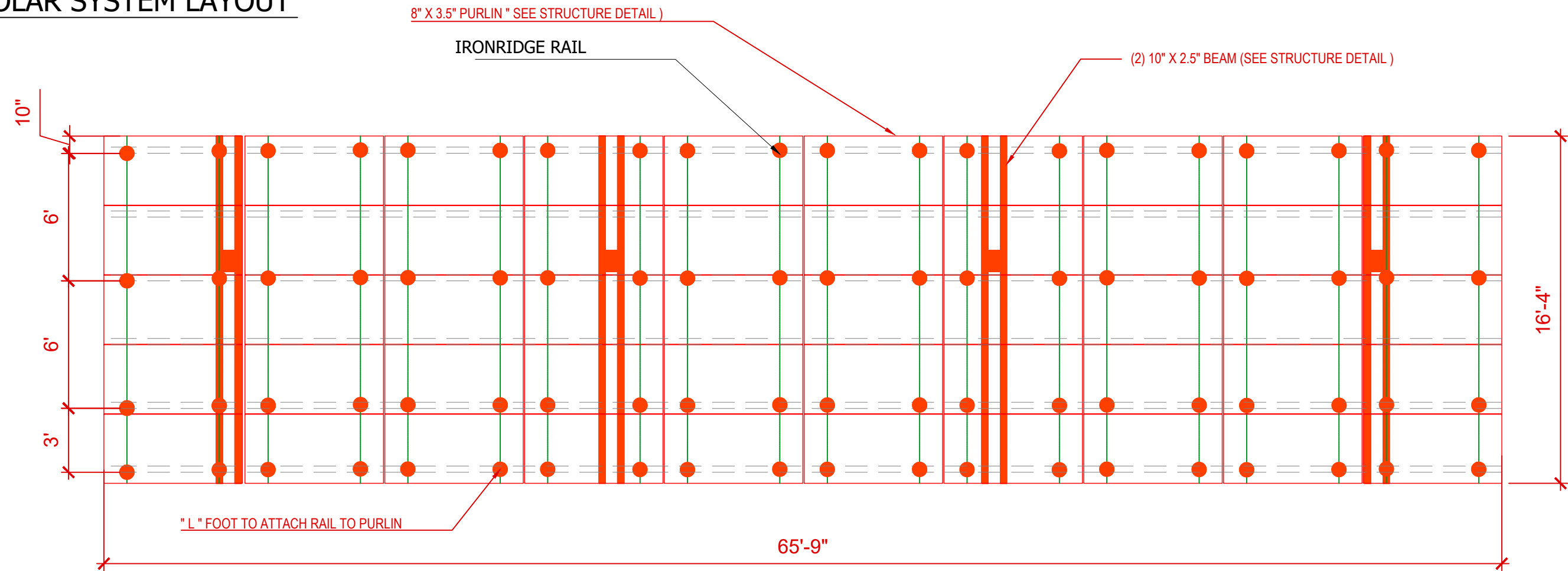
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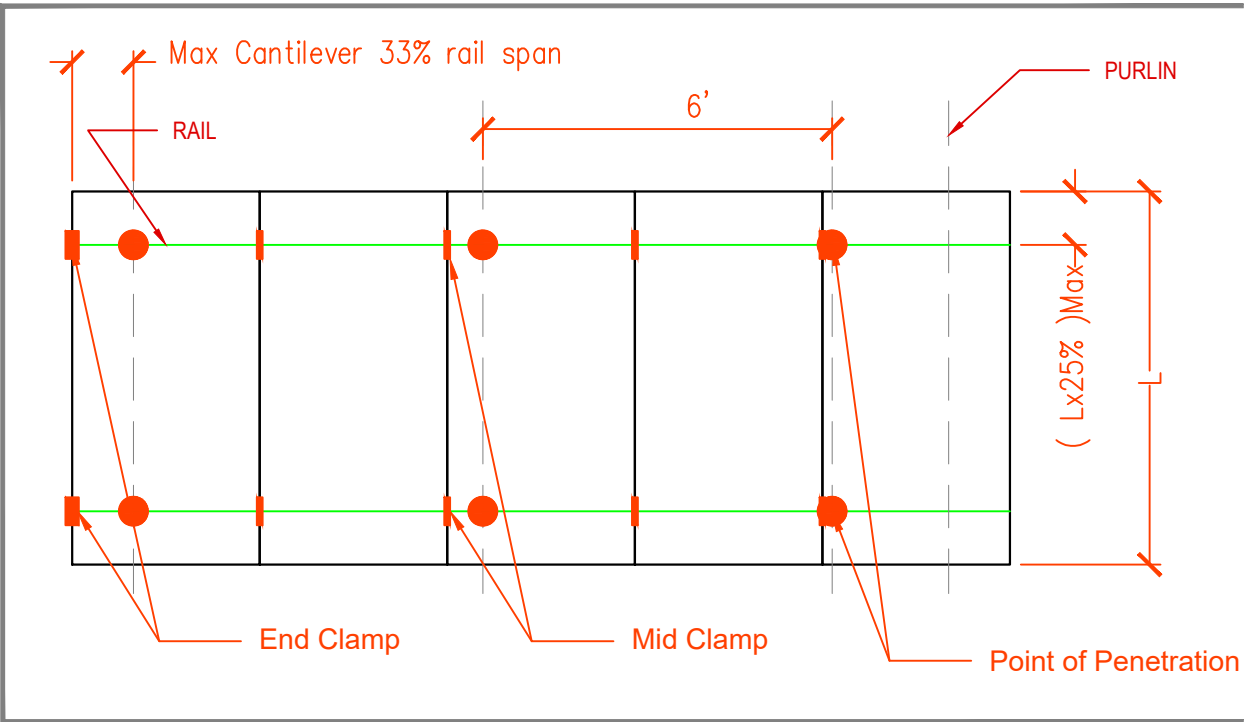
E5

430 EVANS RD
MILPITAS 95035

SOLAR SYSTEM LAYOUT



SOLARWORLD SW 345 MONO XL	
Modules in Array	50
Module Weight - LBS.	47.6
Total Module Weight	2380
Racking	
RACKING lbs./module	6
Total Racking Weight - LBS.	300
Power Optimizers	
Optimizers in Array	50
Optimizer Weight	2.05
Total Optimizer Weight	102.5
Array	
Total Array Weight	2782.5
Module Area	20.593
Total Array Area	1029.65
Lbs. / Sq.Ft.	2.70
Number of Vertical Supports	80
Lbs. per support	34.78



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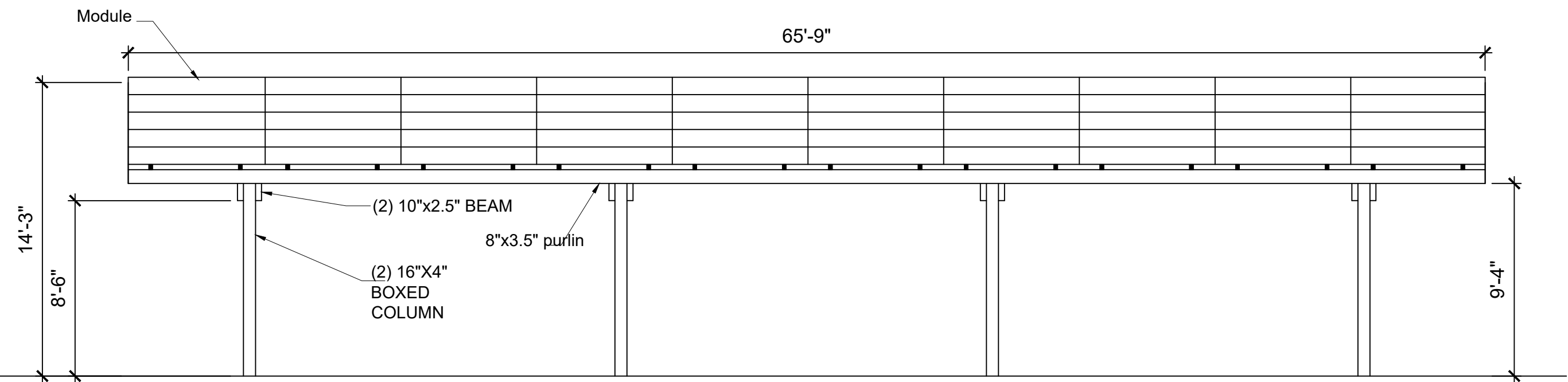
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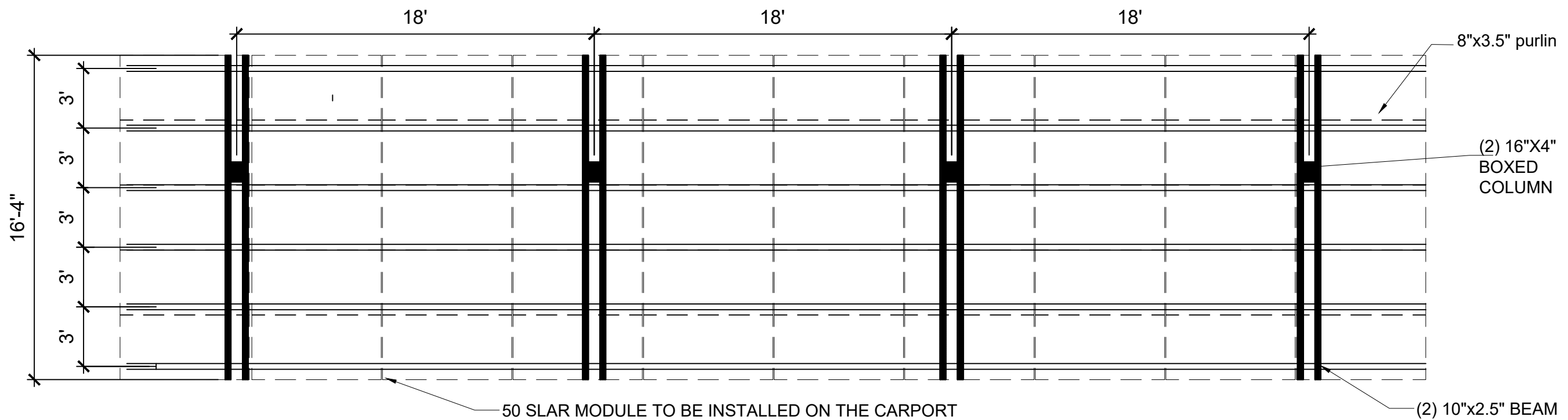
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Front Elevation



CARPORT LAYOUT



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color should be earthy gray -and all material should be galvanized



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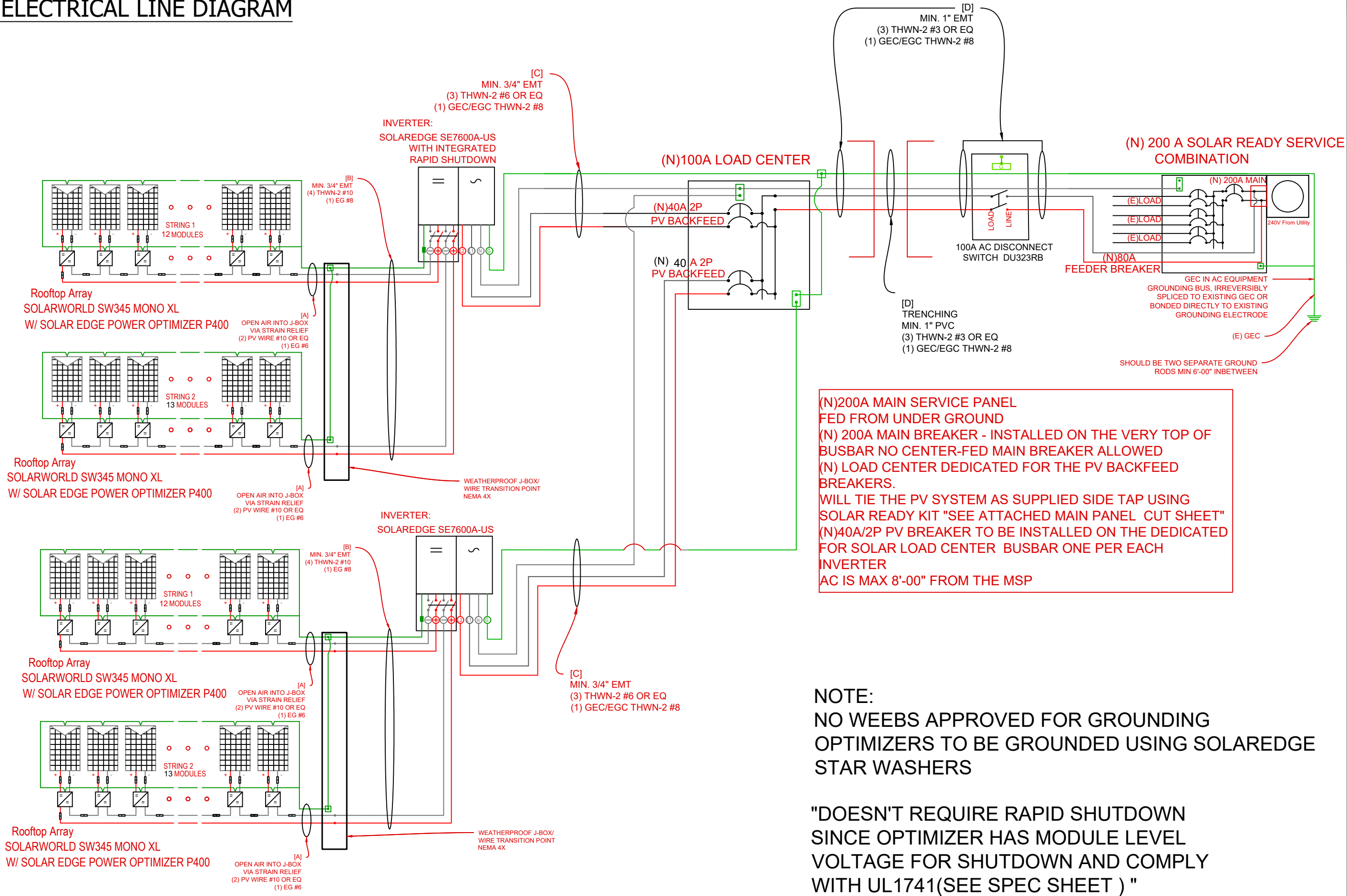
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E6.2

ELECTRICAL LINE DIAGRAM



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ELECTRICAL CALCS

Solar Module Electrical Specs	SOLARWORLD SW 345 MONO XL
Maximum Power (Pmax)	345 W
Open-Circuit Voltage (Voc)	47.8 V
Short Circuit Current (Isc)	9.75 A
Max. Power-Point Voltage (Vmp)	38.2 V
Max Power-Point Current (Imp)	9.1 A
Series Fuse Rating	15 A

Inverter Electrical Specs	SOLAREEDGE SE 7600A-US
Maximum Input DC Voltage	500 V
Maximum Input Current	23 A
Nominal DC Input Voltage	350 V
Maximum Output Power	8350 W
Maximum Continuous Output Current	32 A
Maximum Efficiency	98.0 %

Power Optimizer Spec	SOLAREEDGE P400 OPTIMIZER
Rated Input DC Power	400 W
Max Input Voltage	80 V
Max Short Circuit Current	10 A
Max DC Input Current	12.5 A
Max Output Current to Inverter	15 A
Max Ouput Voltage to Inverter	60 V

SEE ATTACHED CUT SHEET FOR MSP FOR MAX ALLOWABLE BACK FEED

Values at DC Disconnect (SOLAREEDGE SE 7600A-US Inverter)		
Max. Power-Point Voltage(Vmp)	optimizer output	350.0 V
Maximum Power-Point Current	(345W x 25) /350V	24.6 A
Maximum Voltage	INVERTER INPUT	500.0 V
Maximum String Current	15 x 1.25	18.8 A
Maximum Array Current	2 X 15 x 1.25	37.5 A

AC Values at Inverter	AT	EACH INVERTER
Nominal Voltage/Operating Range		211-264 V
ED		120/240 V
Maximum Efficiency		98.0 %
Overcurrent Protection (32 x 1.25 = 40)		40 A

Total Number of Modules PER INVERTER	25
Number of Strings at Inverter	2
Number of Modules in Series String #1	12
Number of Modules in Series String #2	13

Wire Size Calculations				
Wire Section (refer to line diagram)	[A]	[B]	[C]	[D]
Min. Ampacity Required (max current x 1.25)	18.8 A	18.8 A	40.0 A	80.0 A
Conduit Type & Size	FREE AIR	3/4" EMT	3/4" EMT	3/4" EMT
Wire Size	10 AWG	10 AWG	6 AWG	3 AWG
Wire Type	PV WIRE	THWN-2	THWN-2	THWN-2
Wire Ampacity at 30° C	40 A	40 A	75 A	130 A
Wire/Conduit Location	Behind Modules >3"	Roof - Exterior >1"	Exterior	Exterior
Ambient Temperature	55 °C	39 °C	39 °C	39 °C
Rooftop Conduit Adder (per CEC 310.15(B)(3)(C))	0 °C	22 °C	22 °C	22 °C
Total temperature to derate:	55 °C	61 °C	61 °C	61 °C
Ambient Temp Correction Factor (per CEC Table 310.15(B)(2)(A))	0.76	0.65	0.65	0.65
Multiple Conductor Adjustment Factor (per CEC Table 310.15(B)(3)(a))	1.0	0.8	1.0	1.0
Wire ampacity after applying correction factors	30.4	20.8	48.75	84.5

NOTES:

1. MODULES ARE BONDED TO RAIL USING UL2703 APPROVED BONDING SYSTEM PLEASE SEE E7.2 FOR DETAILS.
2. IN EXISTING ELECTRICAL SYSTEMS THAT USE ONLY ONE GROUNDING (NOT UFER) ELECTRODE ROD, AN ADDITIONAL GROUNDING ELECTRODE (I.E. DRIVEN ROD) SHALL BE PROVIDED PER (NEC 250.50) .GROUNDING ELECTRODE SYSTEM INSTALLATION PER 250.53(B)IF DRIVEN ROD. IF COLD WATER BONDING IS AVAILABLE WITHIN 5' FEET FROM POINT OF ENTRANCE TO THE BUILDING, THEN COLD WATER BONDING SHALL BE PERMITTED TO BE USED AS A CONDUCTOR TO INTERCONNECT ELECTRODES THAT ARE PART OF THE GROUNDING ELECTRODE SYSTEM. 250.68 (C)(1)
3. PV DC SYSTEM IS UNGROUNDED
4. BACKFED PV BREAKER WILL BE INSTALLED AT OPPOSITE END OF THE BUS BAR FROM THE MAIN BREAKER. A PERMANENT WARNING LABEL TO BE INSTALLED PER SYSTEM SIGNAGE, SHEET E3
5. BARE COPPER IS TRANSITIONED TO THWN-2 VIA IRREVERSIBLE CRIMP; THE GEC TO BE CONTINUOUS AS PER CEC 250.64(C)
6. PHOTOVOLTAIC SYSTEM CONDUCTORS SHALL BE IDENTIFIED AND GROUPED. THE MEANS OF IDENTIFICATION SHALL BE PERMITTED BY SEPARATE COLOR-CODING, MARKING TAPE, TAGGING OR OTHER APPROVED MEANS
7. UL2703 LAY IN LUG MODEL# ILSCO GBL-4DBT

PROJECT:

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Yossi Tamir

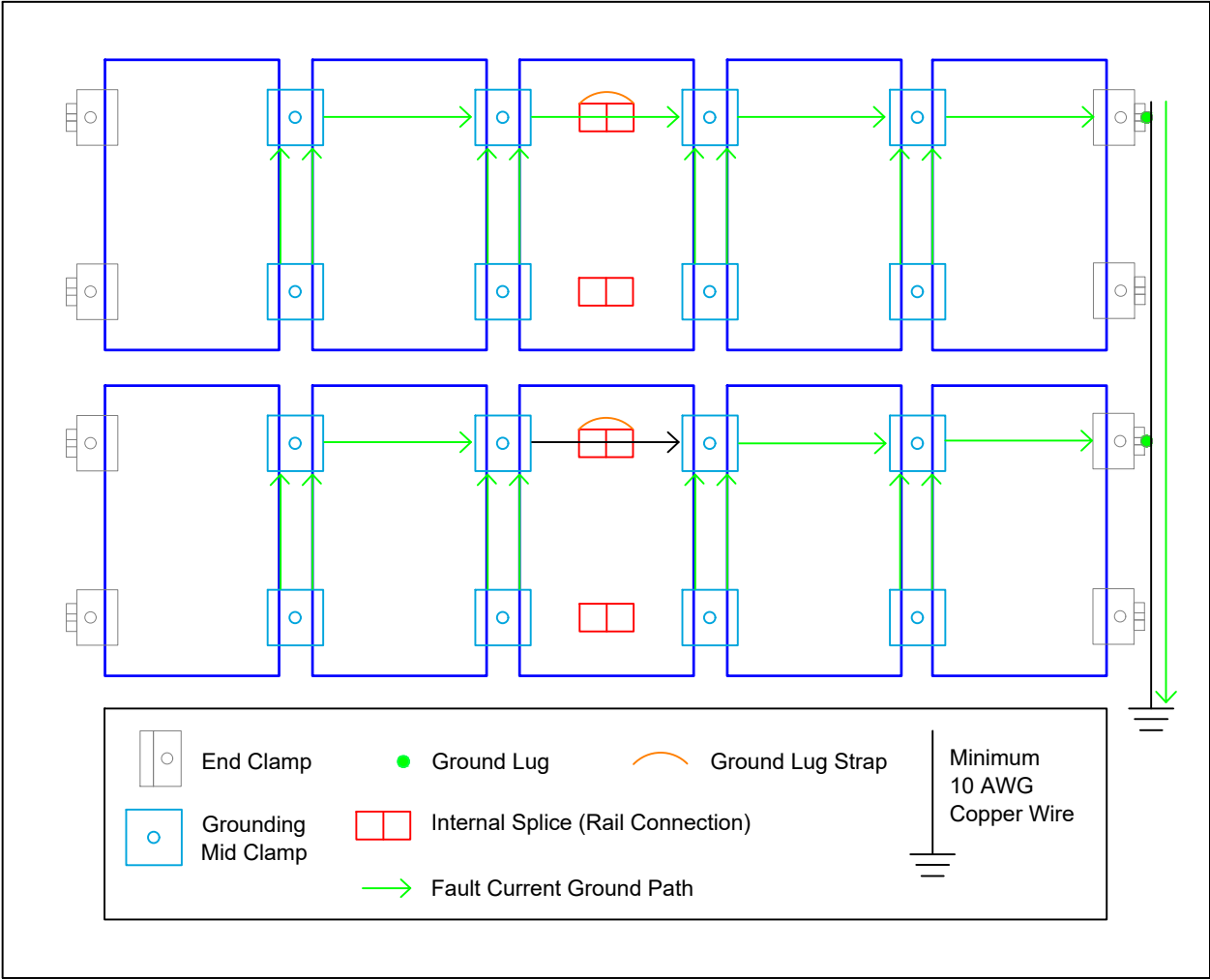
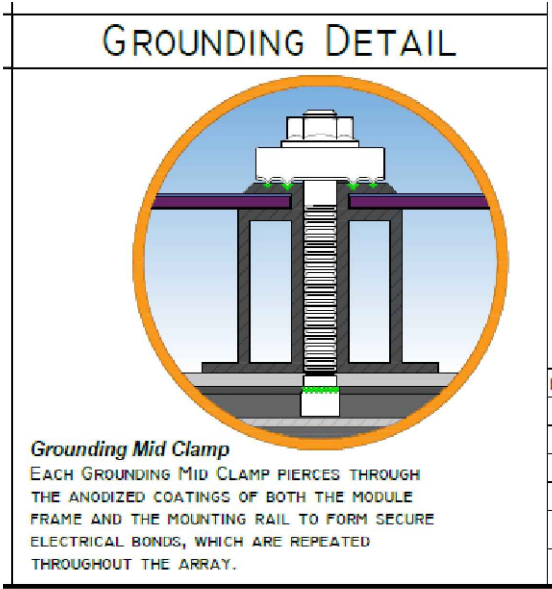
LIC#781353-B

LIC. HOLDER'S SIG.

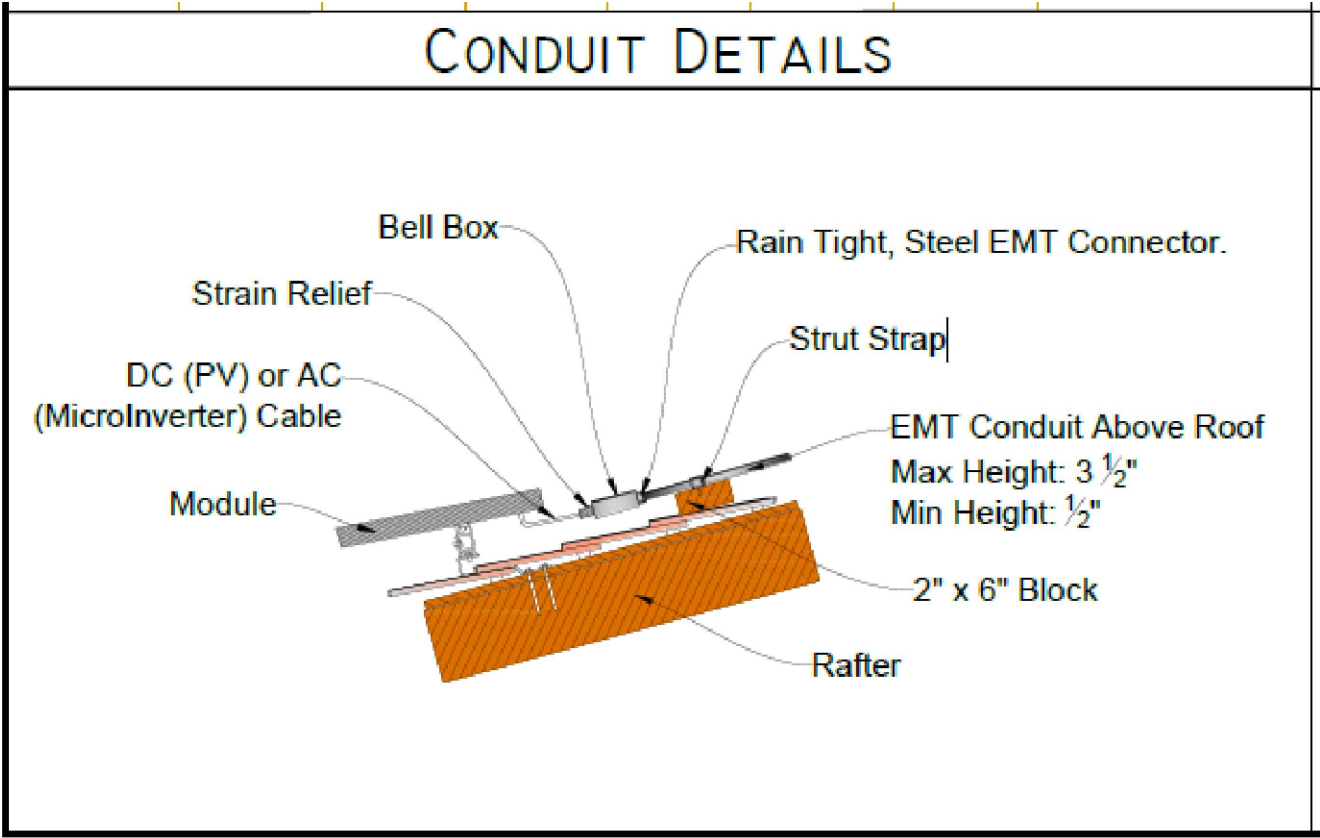
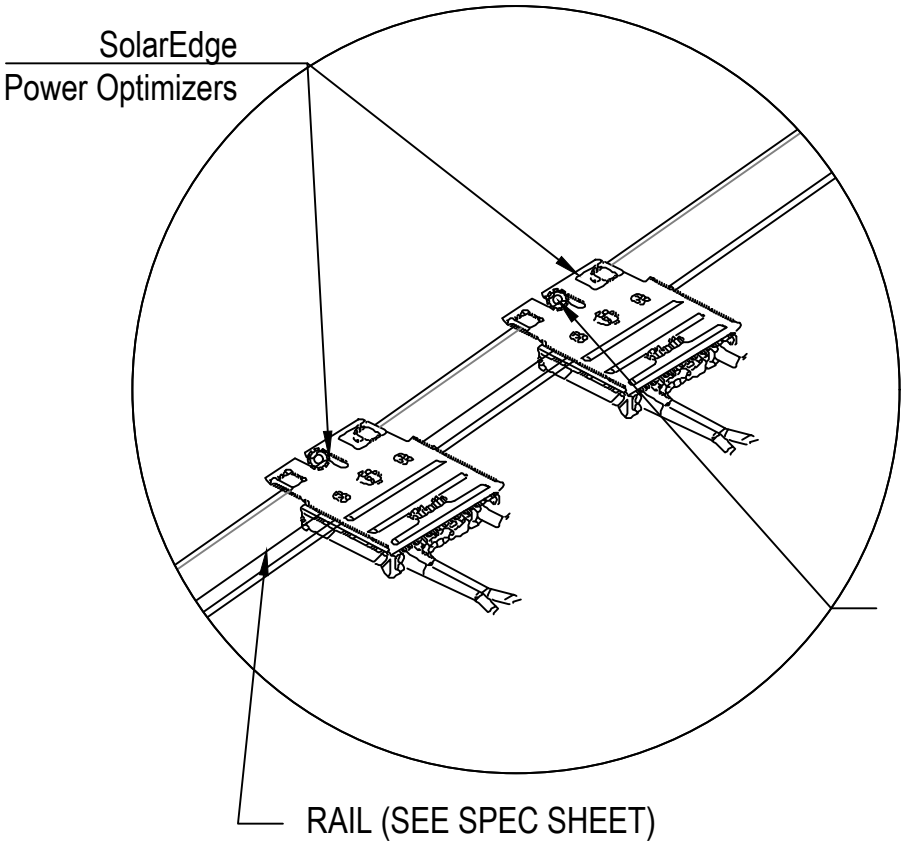
GROUNDING DETAIL



Figure 1: Star washer



POWER OPTIMIZER GROUNDING DETAIL



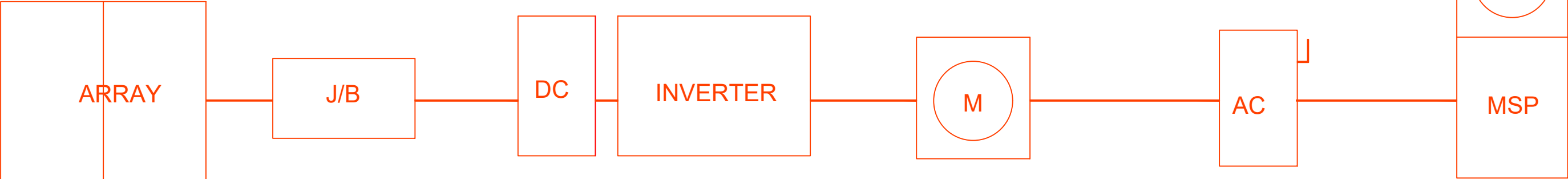
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E7.2



EMT CONDUIT RACEWAYS

JUNCTION BOX

DC DISCONNECT

PRODUCTION METER

AC DISCONNECT

MAIN SERVICE PANEL

WARNING

PHOTOVOLTAIC POWER SOURCE

5 3/4" X 1 1/8"

DC JUNCTION BOX

4" X 3/4"

WARNING

PHOTOVOLTAIC POWER SOURCE

5 3/4" X 1 1/8"

PHOTOVOLTAIC SYSTEM

DC DISCONNECT

OPERATING VOLTAGE	350	VDC
OPERATING CURRENT	24.6	AMPS
MAX SYSTEM VOLTAGE	500	VDC
SHORT CIRCUIT CURRENT	37.5	AMPS
CHARGE CONTROLLER MAX	N/A	AMPS

4" x 3"

WARNING

ELECTRIC SHOCK HAZARD

IF GROUND FAULT IS INDICATED
ALL NORMALLY GROUNDED
CONDUCTORS MAY BE
UNGROUND AND ENERGIZED

4" x 3"

PHOTOVOLTAIC SYSTEM

kWh METER

4" x 1"

PHOTOVOLTAIC SYSTEM

AC DISCONNECT

OPERATING VOLTAGE	240	VOLTS
OPERATING CURRENT	32.0	AMPS

4" x 2"

CAUTION: SOLAR ELECTRIC
SYSTEM CONNECTED

5 3/4" X 1 1/8"

PV SOLAR BREAKER

DO NOT RELOCATE
THIS OVERCURRENT
DEVICE

2" X 1"

WARNING!

ELECTRIC SHOCK HAZARD.
DO NOT TOUCH TERMINALS.
TERMINALS ON BOTH THE LINE
AND
LOAD SIDES MAY BE ENERGIZED
IN THE
OPEN POSITION.

WARNING

ELECTRIC SHOCK HAZARD

DO NOT TOUCH TERMINALS
TERMINALS ON BOTH THE LINE AND
LOAD SIDES MAY BE ENERGIZED
IN THE OPEN POSITION
PHOTOVOLTAIC MODULES PRODUCE DC VOLTAGE
WHENEVER THEY ARE EXPOSED TO SUNLIGHT

4" x 3"

WARNING

DUAL POWER SUPPLY

SOURCES: UTILITY GRID AND
PV SOLAR ELECTRIC SYSTEM

4" x 2"

PHOTOVOLTAIC SYSTEM
EQUIPPED WITH
RAPID SHUTDOWN

NEC 690.56 (C)
3/8" TALL LETTERS, BE
REFLECTIVE WITH WHITE TEXT
ON A RED BACKGROUND

- FORMAT:
- (1) WHITE LETTERING ON A RED BACKGROUND.
 - (2) MINIMUM 3/8 INCHES LETTER HEIGHT.
 - (3) ALL LETTERS SHALL BE CAPITALIZED
 - (4) ARIAL OR SIMILAR FONT, NON-BOLD.

MATERIAL:

REFLECTIVE, WEATHER RESISTANT MATERIAL SUITABLE FOR THE ENVIRONMENT (USE UL-969 AS STANDARD FOR WEATHER RATING). DURABLE ADHESIVE MATERIALS

NOTE: THE PLAQUE SHALL BE METAL OR PLASTIC, WITH ENGRAVED OR MACHINE PRINTED LETTERS IN A CONTRASTING COLOR TO THE PLAQUE, INCLUDE THE LOCATION OF METER, DISCONNECTS, INVERTER, THE ARRAY AND A FOOTPRINT OF THE ENTIRE BUILDING AND SITE. THE PLAQUE WILL BE ATTACHED BY POP-RIVETS, SCREWS OR OTHER APPROVED FASTENERS.

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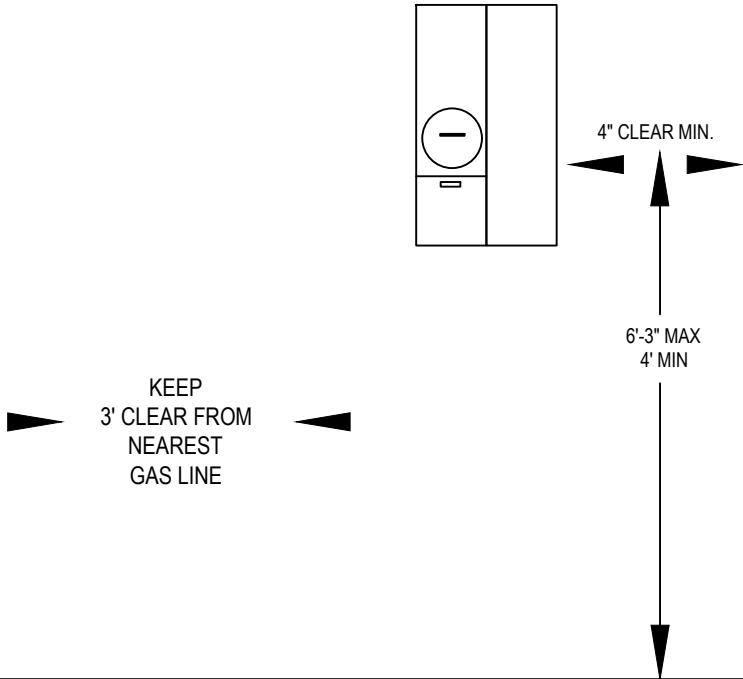
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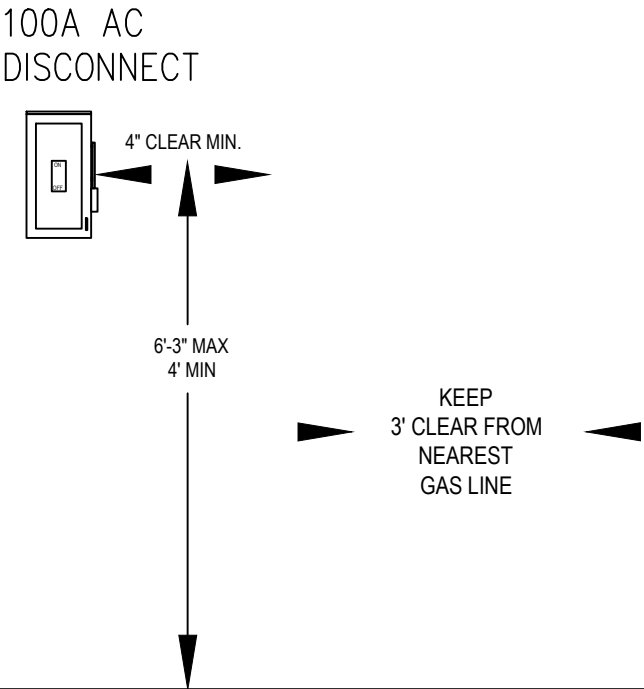
E7.3

EQUIPMENT PLACEMENT ON WALL

KEEP 7" CLEAR OF ANY OBSTRUCTION ABOVE METER



KEEP 7" CLEAR OF ANY OBSTRUCTION ABOVE METER



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E7.4

TRENCHING DETAIL

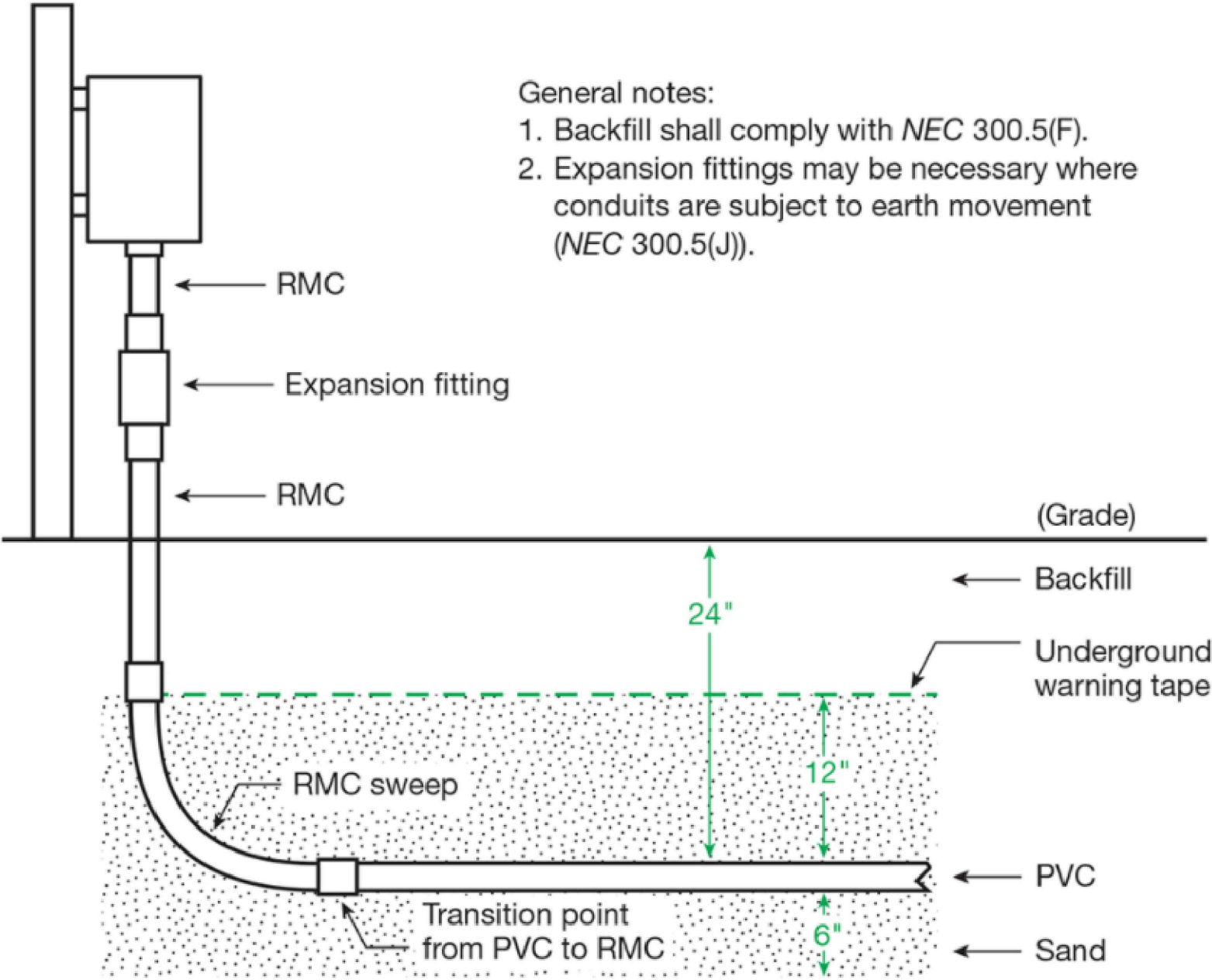


Diagram 3 For a well-protected underground raceway system, it is best practice to encase underground raceways in sand, specify RMC for vertical sweeps and include an underground warning tape 12 inches above the raceway. Where conduits are installed in earth that may move due to frost or settling, expansion fittings may provide the protection that *NEC* 300.5(J) requires.



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E7.5

Voltage Drop

Voltage Drop Calculations

1240Select voltage

23%Select the max desired voltage drop (0%-5%)

3Single PhaseSelect phase type

4Stranded Copper UncoatedSelect the type of wire

5AWG 4Select the size of wire if known

630Enter the length of wire (0-5000') if known

764Enter Amps (0-6000) if known

81Select the number of parallel wires (1 is non-parallel) or 2-25 pairs

Printable View

No

Note: If only one of cells 5,6 and 7 is left blank, then a calculated value will appear to the left of the cell.

If the wire is smaller than AWG 1/0 then parallel wires are not allowed except per 310.4 exceptions.

97.2Maximum voltage drop allowed

10232.80Minimum voltage allowed at load

112Multiplier

120.308Resistance/1000' of wire

13AWG 4Wire Size

1430.00Distance

1564Maximum Amps

161Minimum number of parallel wires

71.18 volts (ok)Actual voltage drop

18238.82 volts (ok)Actual voltage with load

196.02 volts (ok)Voltage difference

200.0003080 ohmsTotal resistance per foot

21AWG 10 recommendedMinimum wire size for voltage drop

22183 feetMaximum distance with this load

2370 amps@60°FMax ampacity of the wire in Cell 13 per Table 310.16 of the 2011 NEC

246.00 amps (ok)Ampacity above or below load

Enter data into these cells

Calculated information

Good data

Bad data

The following voltage drop calculations were all based on the resistance values in Table 8 of Chapter 9 of the 2011 NEC. This spreadsheet only considers voltage drop. Many other factors affect wire size. Refer to the entire NEC when sizing wire.

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S-5!® The Right Way!

VersaBracket™

VersaBracket™ can be used to mount almost anything to an exposed-fastened roof system and is compatible with almost any trapezoidal exposed-fastened profile. No messy sealants to apply! No chance for leaks! The VersaBracket comes with factory-applied butyl sealant already in the base, and the S-5!® patented reservoir conceals the sealant from UV exposure, preventing drying and cracks.

Installation is simple! VersaBracket is mounted in the flat of the panel, directly into the supporting structure of the roof, i.e. wood decking, wood or steel purlins or trusses. No surface preparation is necessary; simply wipe away excess oil and debris, peel the release paper from the base, align, and apply. Secure through the pre-punched holes using the appropriate screws for the supporting structure.

VersaBracket is so strong, it will even support heavy-duty applications like snow retention. For exposed-fastened trapezoidal profiles, the VersaBracket is the perfect match for our ColorGard® snow retention systems (for corrugated roofs use CorruBracket™). VersaBracket is extremely economical and facilitates quick and easy installation.

S-5!® VersaBracket™ is the right way to attach almost anything to exposed-fastened roof profiles, including PV through rail methods.



VersaBracket™

888-825-3432 | www.S-5.com

S-5!® The Right Way!

VersaBracket™ can be used for almost any attachment need, including S-5!® ColorGard®, on all types of exposed-fastened metal roofing. No messy sealants to apply. The factory-applied butyl sealant waterproofs and makes installation a snap!

To accommodate various rib heights, VersaBracket™ comes in two heights—the 2.65" VersaBracket-67™ and the 1.86" VersaBracket-47™. The VersaBracket-67 mounting face has no holes or slots; thus, ancillary items are typically secured using self-tapping screws. The VersaBracket-47 comes with a 1" slot on top as the standard part. Other hole and slot configurations available with minimum purchase requirements (contact your distributor for available configurations). Each VersaBracket comes with factory-applied butyl sealant in the base. A structural aluminum attachment bracket, VersaBracket is compatible with most common metal roofing materials. For design assistance, ask your distributor, or use our web-based calculator at www.S-5.com for job-specific system engineering and design of your next snow retention project. Also, please visit our website for more information including CAD details, metallurgical compatibilities, and specifications.

The VersaBracket has been tested for load-to-failure results on wood decking, metal, and wood purlins. The independent lab test data found at www.S-5.com can be used for load-critical designs and applications. S-5!® holding strength is unmatched in the industry.

Example Profile

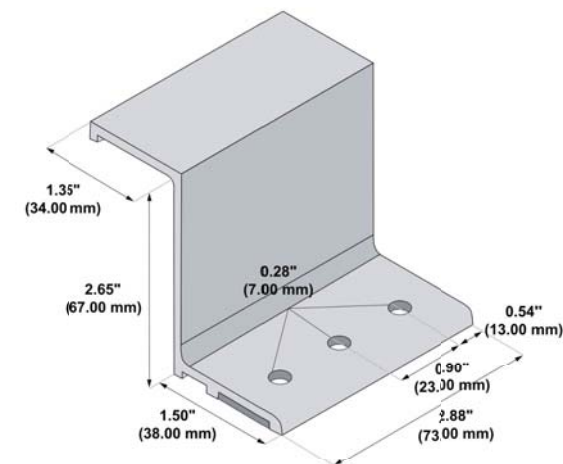


Example Applications

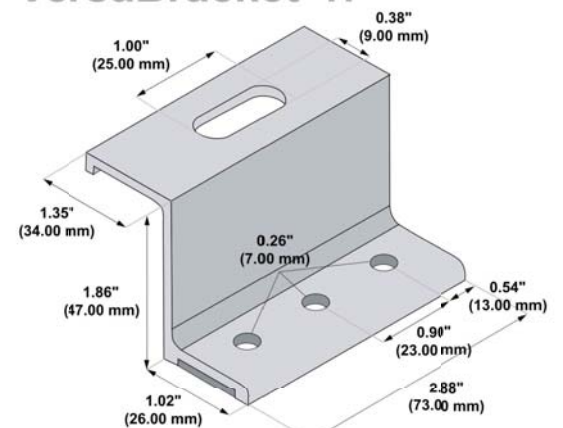
ColorGard



VersaBracket-67™



VersaBracket-47™



3 holes are provided for versatility. Some installations require only 2 fasteners. See the load table on the S-5! website and the installation instructions for more details.

Due to varied applications, mounting hardware is not furnished with part.

Please note: All measurements are rounded to the second decimal place.

S-5!® Warning! Please use this product responsibly!

Products are protected by multiple U.S. and foreign patents. For published data regarding holding strength, bolt torque, patents and trademarks visit the S-5! website at www.S-5.com.

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Distributed by

Sunmodule®

SW 340-350 XL MONO



TUV Power controlled:
Lowest measuring tolerance in industry



Every component is tested to meet
3 times IEC requirements



Designed to withstand heavy
accumulations of snow and ice



Available with either 1000 V or 1500 V
maximum voltage rating



25-year linear performance warranty
and 10-year product warranty



Glass with anti-reflective coating



World-class quality

Fully-automated production lines and seamless monitoring of the process and material ensure the quality that the company sets as its benchmark for its sites worldwide.

SolarWorld Plus-Sorting

Plus-Sorting guarantees highest system efficiency. SolarWorld only delivers modules that have greater than or equal to the nameplate rated power.

25-year linear performance guarantee and extension of product warranty to 10 years

SolarWorld guarantees a maximum performance digression of 0.7% p.a. in the course of 25 years, a significant added value compared to the two-phase warranties common in the industry, along with our industry-first 10-year product warranty.*

*in accordance with the applicable SolarWorld Limited Warranty at purchase.
www.solarworld.com/warranty



- Qualified, IEC 61215
- Safety tested, IEC 61730
- Blowing sand resistance, IEC 60068-2-68
- Ammonia resistance, IEC 62716
- Salt mist corrosion, IEC 61701
- Periodic inspection



- Periodic inspection
- Power controlled



Sunmodule®

SW 340-350 XL MONO



PERFORMANCE UNDER STANDARD TEST CONDITIONS (STC)*

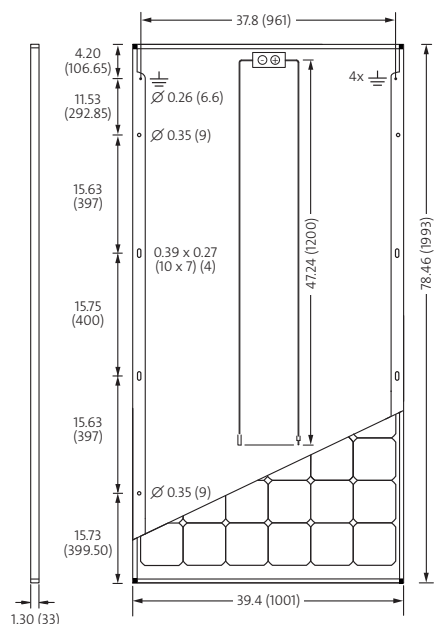
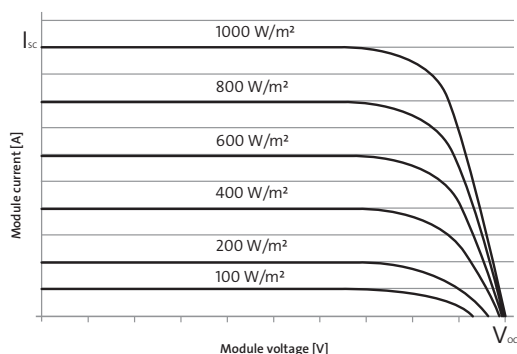
		SW 340	SW 345	SW 350
Maximum power	P_{max}	340 Wp	345 Wp	350 Wp
Open circuit voltage	V_{oc}	47.6 V	47.8 V	48.0 V
Maximum power point voltage	V_{mpp}	38.0 V	38.2 V	38.4 V
Short circuit current	I_{sc}	9.69 A	9.75 A	9.82 A
Maximum power point current	I_{mpp}	9.01 A	9.10 A	9.17 A
Module efficiency	η_m	17.04 %	17.29 %	17.54 %

*STC: 1000W/m², 25°C, AM 1.5

PERFORMANCE AT 800 W/M², NOCT, AM 1.5

		SW 340	SW 345	SW 350
Maximum power	P_{max}	259.3 Wp	263.8 Wp	267.2 Wp
Open circuit voltage	V_{oc}	41.5 V	41.8 V	42.0 V
Maximum power point voltage	V_{mpp}	34.9 V	35.2 V	35.4 V
Short circuit current	I_{sc}	8.05 A	8.10 A	8.16 A
Maximum power point current	I_{mpp}	7.42 A	7.50 A	7.56 A

Minor reduction in efficiency under partial load conditions at 25° C: at 200 W/m², 100% of the STC efficiency (1000 W/m²) is achieved.



COMPONENT MATERIALS

Cells per module	72	Front	Low-iron tempered glass with ARC (EN 12150)
Cell type	Monocrystalline	Frame	Clear anodized aluminum
Cell dimensions	6.17 in x 6.17 in (156.75 x 156.75 mm)	Weight	47.6 lbs (21.6 kg)

THERMAL CHARACTERISTICS

NOCT	46 °C
TCI_{sc}	0.042 % / °C
TCV_{oc}	-0.304 % / °C
TCV_{mpp}	-0.43 % / °C
Operating temp	-40 to +85 °C

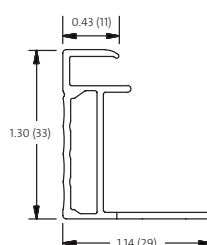
ADDITIONAL DATA

Power sorting	-0 Wp/+5 Wp
J-Box	IP65
Connector	PV wire per UL4703 with H4/UTX connectors
Module fire performance	(UL 1703) Type 1

PARAMETERS FOR OPTIMAL SYSTEM INTEGRATION

Maximum system voltage NEC	1000 V or 1500 V - Specify when ordering
Maximum system voltage SC II	1000 V
Maximum reverse current	25 A
Number of bypass diodes	3
Design loads*	Two rail system 113 psf downward, 64 psf upward
Design loads*	Edge mounting 178 psf downward, 23 psf upward

* Please refer to the Sunmodule installation instructions for the details associated with these load cases.



- Compatible with both "Top-Down" and "Bottom" mounting methods
- Grounding Locations:
 - 4 locations along the length of the module in the extended flange.

All units provided are imperial. SI units provided in parentheses.
SolarWorld AG reserves the right to make specification changes without notice.

SW-01-7540US-I 1500V 160419



SolarEdge Single Phase Inverters

For North America

SE3000A-US / SE3800A-US / SE5000A-US / SE6000A-US /
SE7600A-US / SE10000A-US / SE11400A-US



INVERTERS

The best choice for SolarEdge enabled systems

- Integrated arc fault protection for NEC 2011 690.11 compliance
- Rapid shutdown for NEC 2014 690.12
- Superior efficiency (98%)
- Small, lightweight and easy to install on provided bracket
- Built-in module-level monitoring
- Internet connection through Ethernet or Wireless
- Outdoor and indoor installation
- Fixed voltage inverter, DC/AC conversion only
- Pre-assembled Safety Switch for faster installation
- Optional – revenue grade data, ANSI C12.20



Single Phase Inverters for North America

SE3000A-US / SE3800A-US / SE5000A-US / SE6000A-US /
SE7600A-US / SE10000A-US / SE11400A-US

	SE3000A-US	SE3800A-US	SE5000A-US	SE6000A-US	SE7600A-US	SE10000A- US	SE11400A-US		
OUTPUT									
Nominal AC Power Output	3000	3800	5000	6000	7600	9980 @ 208V 10000 @240V	11400	VA	
Max. AC Power Output	3300	4150	5400 @ 208V 5450 @240V	6000	8350	10800 @ 208V 10950 @240V	12000	VA	
AC Output Voltage Min.-Nom.-Max. ⁽¹⁾ 183 - 208 - 229 Vac	-	-	✓	-	-	✓	-		
AC Output Voltage Min.-Nom.-Max. ⁽¹⁾ 211 - 240 - 264 Vac	✓	✓	✓	✓	✓	✓	✓		
AC Frequency Min.-Nom.-Max. ⁽¹⁾	59.3 - 60 - 60.5							Hz	
Max. Continuous Output Current	12.5	16	24 @ 208V 21 @ 240V	25	32	48 @ 208V 42 @ 240V	47.5	A	
GFDI Threshold	1							A	
Utility Monitoring, Islanding Protection, Country Configurable Thresholds				Yes				Yes	
INPUT									
Maximum DC Power (STC)	4050	5100	6750	8100	10250	13500	15350	W	
Transformer-less, Ungrounded	Yes								
Max. Input Voltage	500							Vdc	
Nom. DC Input Voltage	325 @ 208V / 350 @ 240V							Vdc	
Max. Input Current ⁽²⁾	9.5	13	16.5 @ 208V 15.5 @ 240V	18	23	33 @ 208V 30.5 @ 240V	34.5	Adc	
Max. Input Short Circuit Current	45							Adc	
Reverse-Polarity Protection	Yes								
Ground-Fault Isolation Detection	600k Ω Sensitivity								
Maximum Inverter Efficiency	97.7	98.2	98.3	98.3	98	98	98	%	
CEC Weighted Efficiency	97.5	98	97 @ 208V 98 @ 240V	97.5	97.5	97 @ 208V 97.5 @ 240V	97.5	%	
Nighttime Power Consumption	< 2.5					< 4		W	
ADDITIONAL FEATURES									
Supported Communication Interfaces	RS485, RS232, Ethernet, ZigBee (optional)								
Revenue Grade Data, ANSI C12.20	Optional ⁽³⁾								
Rapid Shutdown – NEC 2014 690.12	Yes								
STANDARD COMPLIANCE									
Safety	UL1741, UL1741 SA, UL1699B, UL1998 , CSA 22.2								
Grid Connection Standards	IEEE1547								
Emissions	FCC part15 class B								
INSTALLATION SPECIFICATIONS									
AC output conduit size / AWG range	3/4" minimum / 16-6 AWG					3/4" minimum / 8-3 AWG			
DC input conduit size / # of strings / AWG range	3/4" minimum / 1-2 strings / 16-6 AWG					3/4" minimum / 1-3 strings / 14-6 AWG			
Dimensions with Safety Switch (HxWxD)	30.5 x 12.5 x 7.2 / 775 x 315 x 184					30.5 x 12.5 x 10.5 / 775 x 315 x 260		in / mm	
Weight with Safety Switch	51.2 / 23.2		54.7 / 24.7			88.4 / 40.1		lb / kg	
Cooling	Natural Convection				Natural convection and internal fan (user replaceable)	Fans (user replaceable)			
Noise	< 25				< 50				dBA
Min.-Max. Operating Temperature Range	-13 to +140 / -25 to +60 (-40 to +60 version available ⁽⁴⁾)							°F / °C	
Protection Rating	NEMA 3R								

⁽¹⁾ For other regional settings please contact SolarEdge support.

⁽²⁾ A higher current source may be used; the inverter will limit its input current to the values stated.

⁽³⁾ Revenue grade inverter P/N: SExxxxA-US000NNR2 (for 7600W inverter:SE7600A-US002NNR2).

⁽⁴⁾ -40 version P/N: SExxxxA-US000NNU4 (for 7600W inverter:SE7600A-US002NNU4).



RoHS



SolarEdge Power Optimizer

Module Add-On For North America

P300 / P320 / P400 / P405



POWER OPTIMIZER

PV power optimization at the module-level

- Up to 25% more energy
- Superior efficiency (99.5%)
- Mitigates all types of module mismatch losses, from manufacturing tolerance to partial shading
- Flexible system design for maximum space utilization
- Fast installation with a single bolt
- Next generation maintenance with module-level monitoring
- Module-level voltage shutdown for installer and firefighter safety



SolarEdge Power Optimizer

Module Add-On for North America

P300 / P320 / P400 / P405

	P300 (for 60-cell modules)	P320 (for high-power 60-cell modules)	P400 (for 72 & 96-cell modules)	P405 (for thin film modules)	
INPUT					
Rated Input DC Power ⁽¹⁾	300	320	400	405	W
Absolute Maximum Input Voltage (Voc at lowest temperature)	48		80	125	Vdc
MPPT Operating Range	8 - 48		8 - 80	12.5 - 105	Vdc
Maximum Short Circuit Current (Isc)	10	11		10	Adc
Maximum DC Input Current	12.5	13.75		12.5	Adc
Maximum Efficiency			99.5		%
Weighted Efficiency			98.8		%
Overvoltage Category			II		
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING SOLAREDGE INVERTER)					
Maximum Output Current			15		Adc
Maximum Output Voltage		60		85	Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM SOLAREDGE INVERTER OR SOLAREDGE INVERTER OFF)					
Safety Output Voltage per Power Optimizer			1		Vdc
STANDARD COMPLIANCE					
EMC		FCC Part15 Class B, IEC61000-6-2, IEC61000-6-3			
Safety		IEC62109-1 (class II safety), UL1741			
RoHS		Yes			
INSTALLATION SPECIFICATIONS					
Maximum Allowed System Voltage		1000			Vdc
Compatible inverters		All SolarEdge Single Phase and Three Phase inverters			
Dimensions (W x L x H)	128 x 152 x 27.5 / 5 x 5.97 x 1.08		128 x 152 x 35 / 5 x 5.97 x 1.37	128 x 152 x 48 / 5 x 5.97 x 1.89	mm / in
Weight (including cables)	770 / 1.7		930 / 2.05	930 / 2.05	gr / lb
Input Connector		MC4 Compatible			
Output Wire Type / Connector		Double Insulated; MC4 Compatible			
Output Wire Length	0.95 / 3.0			1.2 / 3.9	m / ft
Operating Temperature Range		-40 - +85 / -40 - +185			°C / °F
Protection Rating		IP68 / NEMA6P			
Relative Humidity		0 - 100			%

⁽¹⁾ Rated STC power of the module. Module of up to +5% power tolerance allowed.

PV SYSTEM DESIGN USING A SOLAREDGE INVERTER ⁽²⁾	SINGLE PHASE	THREE PHASE 208V	THREE PHASE 480V	
Minimum String Length (Power Optimizers)	8	10	18	
Maximum String Length (Power Optimizers)	25	25	50	
Maximum Power per String	5250	6000	12750	W
Parallel Strings of Different Lengths or Orientations		Yes		

⁽²⁾ It is not allowed to mix P405 with P300/P400/P600/P700 in one string.



Grounding SolarEdge Power Optimizers – Application Note

Introduction

PV Systems with module-level electronics (DC-DC power optimizers or micro-inverters) introduce another PV system component which must be grounded to meet NEC¹ requirements. This paper outlines the differing requirements, provides guidelines on how to properly ground SolarEdge power optimizers and supplies a list of racking models and their appropriate grounding method.

There are two types of grounding connections used in PV systems:

- **Equipment grounding** – Equipment grounding is required for all electrical devices with exposed metal surfaces, as outlined in 690.43-690.46 and, by reference, Table 250.122. Methods for equipment grounding of SolarEdge power optimizers are detailed in the examples below.
- **Grounding Electrode Conductor / System Bonding Jumper** – not required in SolarEdge systems. In a system utilizing a grounded array the Grounding Electrode Conductor is required by NEC 690.47-690.48 and 250.168. This conductor provides the bonding between the grounding system and one of the PV circuit conductors (PV negative or PV positive), and is required to be contiguous or irreversibly spliced. SolarEdge systems utilize ungrounded PV arrays as permitted under Article 690.35. When properly installed SolarEdge systems meet the requirements of 690.35, and therefore no Grounding Electrode Conductor/System Bonding Jumper is required.

Equipment Grounding of SolarEdge Power Optimizers

Use the following power optimizer grounding methods depending on the mounting structures used for the PV system installation.

For full details refer to the *SolarEdge Installation Guide*.

- 1** For power optimizers mounted on a grounded metal structure, use the 5/16" stainless steel grounding star washer (provided with the power optimizer) between the railing and the flat side of the optimizer mounting bracket. Apply torque of 9.5 N*m / 7 lb*ft.

The star washer is used for attachment of the power optimizer to galvanized steel, stainless steel and anodized aluminum structures. It penetrates the galvanized or anodized coating of the structure to ensure a low-resistance connection. The star washer is approved as a listed grounding means in accordance with the requirements of NEC Article 690.43(C).



Figure 1: Star washer

- 2** If the star washer cannot be used, such as when mounting on some grounded rails with sliding nut fasteners, use the SolarEdge grounding plate between the railing and the flat side of the optimizer mounting bracket. Apply torque of 9.5 N*m / 7 lb*ft. The plate penetrates the galvanized or anodized coating of the structure to ensure a low-resistance connection and compliance with the ground impedance requirements per the UL1741 certification for SolarEdge power optimizers. The grounding plate may be purchased in bulk from SolarEdge (part number SE-GNDPLATE-100).

¹ All Code references are to NFPA 70, NEC 2011 Edition.



Figure 2: Grounding plate

- 3** For power optimizers mounted on un-grounded (non-metallic) structures, or in case the star washer or the grounding plate cannot be used: Use the SolarEdge grounding lug with an equipment-grounding conductor. After connecting the lug to the power optimizer, connect the equipment-grounding conductor to the grounding terminal. Tighten the screws connecting the power optimizer to the rack and the grounding terminal screw with a torque of 9.5 N*m / 7 lb*ft.

The grounding terminal will accept a wire size of 6-14 AWG and must be sized for equipment in accordance with NEC Table 250.122.

The grounding lugs may be purchased in bulk from SolarEdge (part number SE-GNDLUG-100). The lug kit includes four stainless steel parts to prevent corrosion of the copper grounding conductor and of the aluminum housing of the power optimizer.



Figure 3: Grounding lug

Racking Models and Corresponding Grounding Method of SolarEdge Power Optimizers

Manufacturer	Model	Fastener	Grounding Method
A.E.T (Applied Energy Technologies)	Rayport P (for pitched roofs)	Accessory Hardware Kit 80677	Supplied SST Star Washer
	Rayport B (ballasted)	Accessory Hardware Kit 80672	Supplied SST Star Washer
	Rayport T6 (ground-mount)	Accessory Hardware Kit 80235	Supplied SST Star Washer
	Rayport G-Eco (ground-mount)	Accessory hardware kit 81068	Supplied SST Star Washer
Conergy	Suntop IV	Quickstone slide nut with M8 socket head cap screw	Grounding lug and conductor
Creotecc	Creomount (flush-mount)		Grounding lug and conductor
	Base Rail	Drilled and tapped with 1/4" inch hardware	Supplied SST Star Washer
DPW Solar (Direct Power and Water)	Power Rail	0.25 inch hex head bolt, washer, nut, for top rail mount	Supplied SST Star Washer
Ecolibrium Solar	Ecofoot 2 for flat roofs	Rocker Bracket, Nut, Serrated Flange Hex, 5/16", Bolt, Serrated Flange Hex, 5/16"	Supplied SST Star Washer
	EcoX mounting clamp	Bolt, Serrated Flange (part of the EcoX clamp)	
Haticon	Haticon Rail		SolarEdge grounding plate
IronRidge	Light Rail XRL	0.25 inch hex head bolt, washer, nut, for top rail mount (#29-5003-005)	Supplied SST Star Washer
	Standard Rail XRS	0.25 inch hex head bolt, washer, nut, for top rail mount	Supplied SST Star Washer
Krannich Solar	K2 Systems	Slide nut with M8 socket head cap screw	SolarEdge grounding plate
Mage	Systemtec	T-bolt and hardware	Supplied SST Star Washer
Mounting Systems Inc	Alpha+	Slide nut with M8 socket head cap screw	SolarEdge grounding plate
mounts4solar	Rail 6.0	M8 SS hammer head bolt	Supplied SST Star Washer
NCP Solar	Flush Mount Racking System Ballasted Roof Racking System	Slide nut with 5/16" socket head cap screw	Grounding lug and conductor
ProSolar	Rooftrac	Channel nut with 5/16" hardware	Supplied SST Star Washer
	Groundtrac Rail	Channel nut with 5/16" hardware	Supplied SST Star Washer

Manufacturer	Model	Fastener	Grounding Method
Renusol	Renusol VS	T-bolt and hardware	Supplied SST Star Washer
Schuco	SolarEZ	ezUniversal Screws (M8x14) ezAnchor Blocks	Supplied SST Star Washer
SnapNRack	S100 Mounting system	Series 100 attachment kit	SolarEdge grounding plate kit
	S100-UL	Series 100 attachment kit	SolarEdge grounding plate kit
	Standard Rail	Slide nut	Grounding lug and conductor
Sollega	InstaRack	Top spring nut with 5/16" hex head bolt	Supplied SST Star Washer
Sunlink	Core-RMS 490-000000	5/16" hardware; 09-00010-01 screw, 09-0002-01 nut, 09-00154-01 washer	Supplied SST Star Washer
	Precision-RMS 690-000010	5/16" hardware; 09-00010-01 screw, 09-0002-01 nut, 09-00154-01 washer	Supplied SST Star Washer
	Sunlink-RMS	Drilled and tapped with 5/16" inch hardware	Supplied SST Star Washer
Unirac	SunFrame	Drilled and tapped with 1/4" inch hardware	Supplied SST Star Washer
	Solarmount Light	1/4" hex head bolt, washer, nut, for top rail mount	Supplied SST Star Washer
	Solarmount Standard	1/4" hex head bolt, washer, nut, for top rail mount	Supplied SST Star Washer
	Solarmount HD	1/4" hex head bolt, washer, nut, for top rail mount	Supplied SST Star Washer
	SolarMount-I	1/4" hex head bolt, washer, nut, for top rail mount	Supplied SST Star Washer
	SolarMount-E (Evolution)	Drilled and tapped with 5/16" inch hardware	Supplied SST Star Washer



by Schneider Electric

List Price \$816.00 USD

Availability **Stock Item: This item is normally stocked in our distribution facility.**

Technical Characteristics

Number of Poles	3-Pole
Terminal Type	Lugs
Type of Duty	General Duty
Maximum Voltage Rating	240VAC
Wire Size	#12 to #1/0 AWG(Al) - #14 to #1/0 AWG(Cu)
Depth	6.50 Inches
Height	17.50 Inches
Action	Single Throw
Ampere Rating	100A
Width	8.50 Inches
Approvals	UL Listed File Number E2875
Enclosure Rating	NEMA 3R
Enclosure Type	Rainproof and Sleet/Ice proof (Indoor/Outdoor)
Factory Installed Neutral	No
Disconnect Type	Non-Fusible
Mounting Type	Surface

Shipping and Ordering

Category	00106 - Safety Switch, General Duty, 30 - 200 Amp, NEMA3R
Discount Schedule	DE1A
GTIN	00785901491828
Package Quantity	1
Weight	14.78 lbs.
Availability Code	Stock Item: This item is normally stocked in our distribution facility.
Returnability	Y
Country of Origin	US

As standards, specifications, and designs change from time to time, please ask for confirmation of the information given in this document.

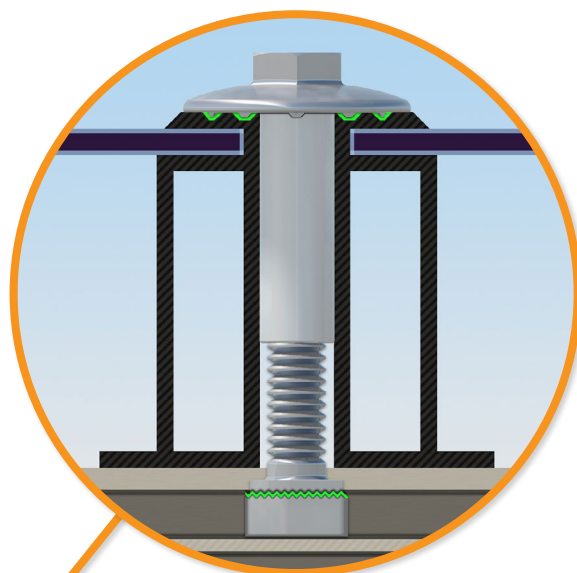


UFO Family of Components

Simplified Grounding for Every Application

The UFO family of components eliminates the need for separate grounding hardware by bonding solar modules directly to IronRidge XR Rails. All system types that feature the UFO family—Flush Mount, Tilt Mount and Ground Mount—are fully listed to the UL 2703 standard.

UFO hardware forms secure electrical bonds with both the module and the rail, resulting in many parallel grounding paths throughout the system. This leads to safer and more reliable installations.



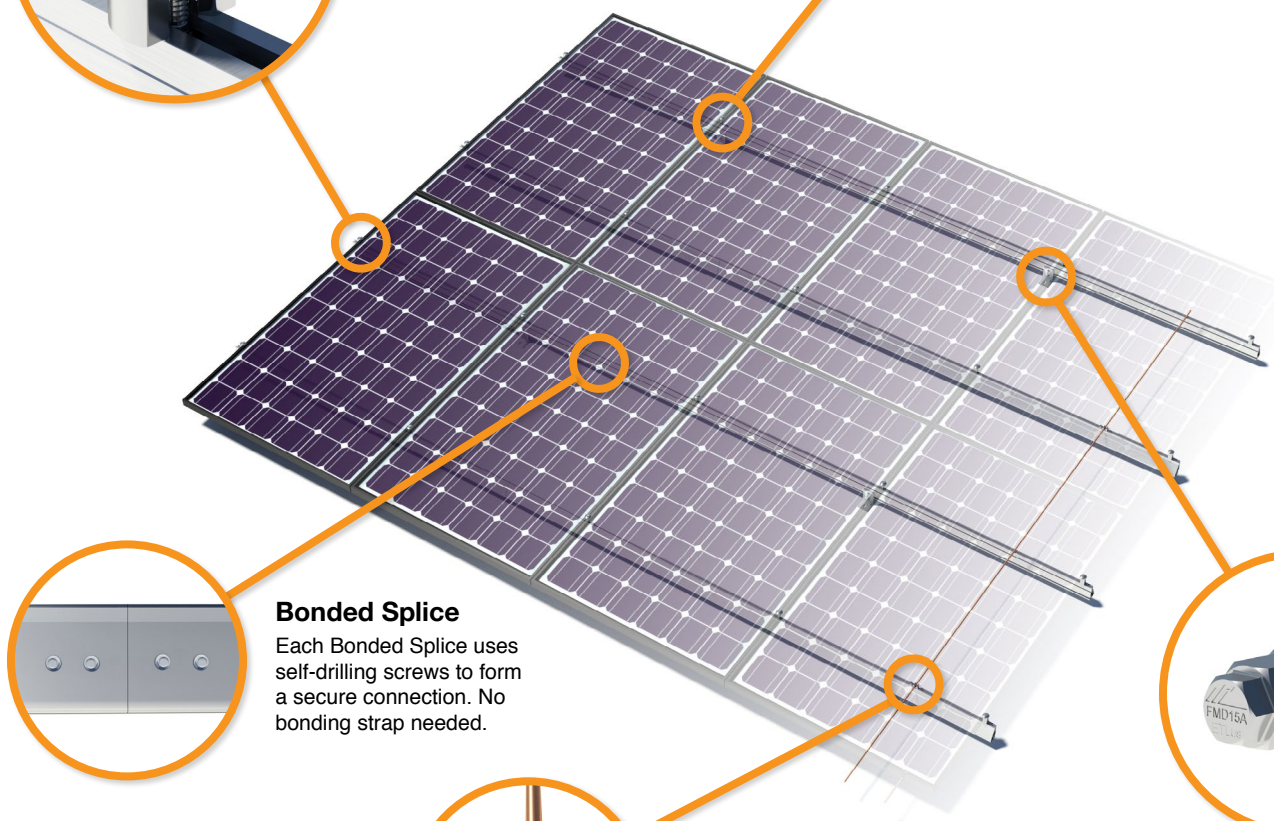
Universal Fastening Object (UFO)

The UFO securely bonds solar modules to XR Rails. It comes assembled and lubricated, and can fit a wide range of module heights.



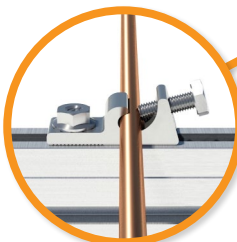
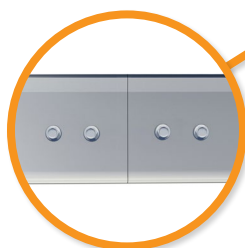
Stopper Sleeve

The Stopper Sleeve snaps onto the UFO, converting it into a bonded end clamp.



Bonded Splice

Each Bonded Splice uses self-drilling screws to form a secure connection. No bonding strap needed.



Grounding Lug

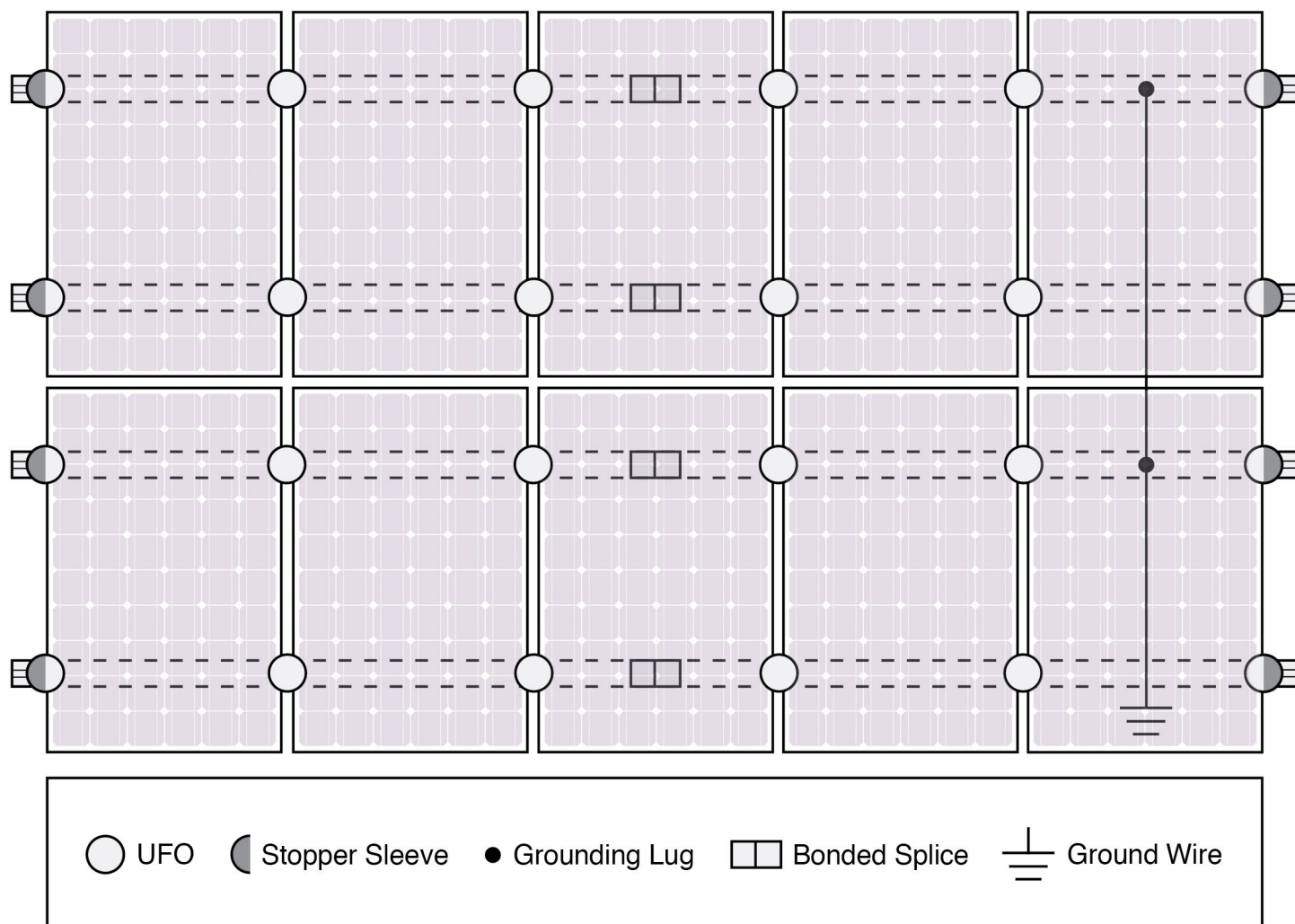
A single Grounding Lug connects an entire row of PV modules to the grounding conductor.



Bonded Attachments

The bonding bolt attaches and bonds the L-foot to the rail. It is installed with the same socket as the rest of the system.

System Diagram



⚠ Approved Enphase microinverters can provide equipment grounding of IronRidge systems, eliminating the need for grounding lugs and field installed equipment ground conductors (EGC). A minimum of two microinverters mounted to the same rail and connected to the same Engage cable is required. Refer to installation manuals for additional details.

UL Certification

The IronRidge Flush Mount, Tilt Mount, and Ground Mount Systems have been listed to UL 2703 by Intertek Group plc.

UL 2703 is the standard for evaluating solar mounting systems. It ensures these devices will maintain strong electrical and mechanical connections over an extended period of time in extreme outdoor environments.

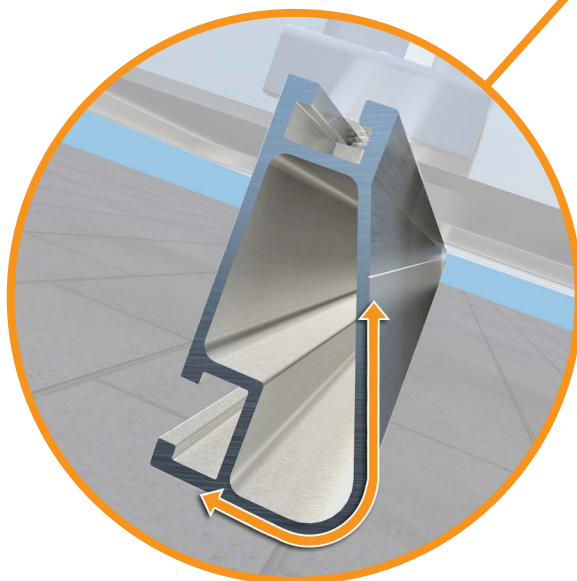
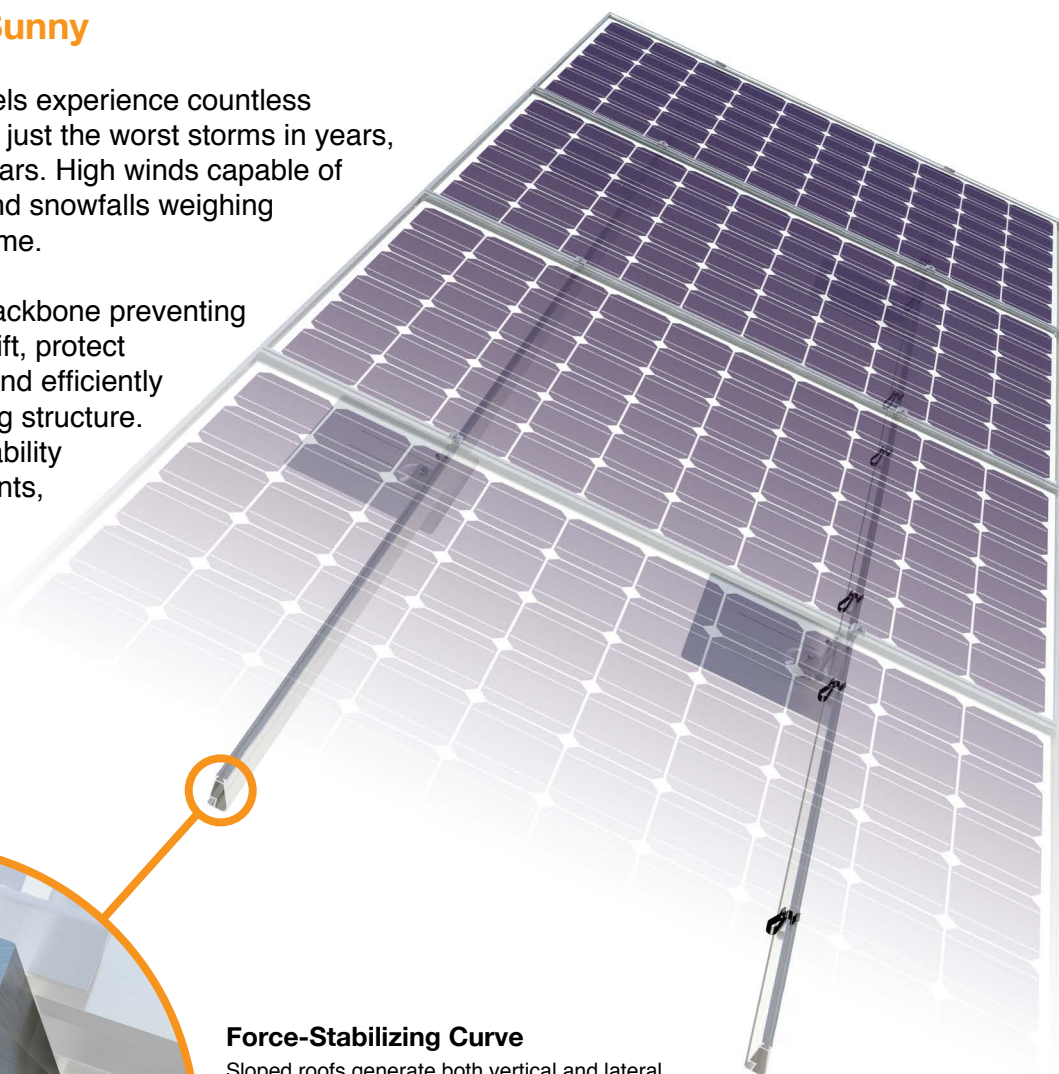
 [Go to IronRidge.com/UFO](https://www.ironridge.com/UFO)

Cross-System Compatibility			
Feature	Flush Mount	Tilt Mount	Ground Mount
XR Rails	✓	✓	XR1000 Only
UFO/Stopper	✓	✓	✓
Bonded Splice	✓	✓	N/A
Grounding Lugs	1 per Row	1 per Row	1 per Array
Microinverters & Power Optimizers	Enphase - M250-72, M250-60, M215-60, C250-72 Darfon - MIG240, MIG300, G320, G640 SolarEdge - P300, P320, P400, P405, P600, P700, P730		
Fire Rating	Class A	Class A	N/A
Modules	Tested or Evaluated with over 400 Framed Modules Refer to installation manuals for a detailed list.		

Solar Is Not Always Sunny

Over their lifetime, solar panels experience countless extreme weather events. Not just the worst storms in years, but the worst storms in 40 years. High winds capable of ripping panels from a roof, and snowfalls weighing enough to buckle a panel frame.

XR Rails are the structural backbone preventing these results. They resist uplift, protect against buckling and safely and efficiently transfer loads into the building structure. Their superior spanning capability requires fewer roof attachments, reducing the number of roof penetrations and the amount of installation time.



Force-Stabilizing Curve

Sloped roofs generate both vertical and lateral forces on mounting rails which can cause them to bend and twist. The curved shape of XR Rails is specially designed to increase strength in both directions while resisting the twisting. This unique feature ensures greater security during extreme weather and a longer system lifetime.

Compatible with Flat & Pitched Roofs



XR Rails are compatible with FlashFoot and other pitched roof attachments.



IronRidge offers a range of tilt leg options for flat roof mounting applications.

Corrosion-Resistant Materials

All XR Rails are made of marine-grade aluminum alloy, then protected with an anodized finish. Anodizing prevents surface and structural corrosion, while also providing a more attractive appearance.



XR Rail Family

The XR Rail Family offers the strength of a curved rail in three targeted sizes. Each size supports specific design loads, while minimizing material costs. Depending on your location, there is an XR Rail to match.



XR10

XR10 is a sleek, low-profile mounting rail, designed for regions with light or no snow. It achieves 6 foot spans, while remaining light and economical.

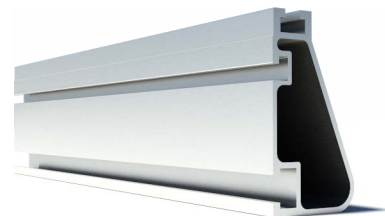
- 6' spanning capability
- Moderate load capability
- Clear anodized finish
- Internal splices available



XR100

XR100 is the ultimate residential mounting rail. It supports a range of wind and snow conditions, while also maximizing spans up to 8 feet.

- 8' spanning capability
- Heavy load capability
- Clear & black anodized finish
- Internal splices available



XR1000

XR1000 is a heavyweight among solar mounting rails. It's built to handle extreme climates and spans 12 feet or more for commercial applications.

- 12' spanning capability
- Extreme load capability
- Clear anodized finish
- Internal splices available

Rail Selection

The following table was prepared in compliance with applicable engineering codes and standards. Values are based on the following criteria: ASCE 7-10, Roof Zone 1, Exposure B, Roof Slope of 7 to 27 degrees and Mean Building Height of 30 ft. Visit IronRidge.com for detailed span tables and certifications.

Load		Rail Span					
Snow (PSF)	Wind (MPH)	4'	5' 4"	6'	8'	10'	12'
None	100	XR10		XR100		XR1000	
	120						
	140						
	160						
10-20	100						
	120						
	140						
	160						
30	100						
	160						
40	100						
	160						
50-70	160						
80-90	160						

Background

All roofing products are tested and classified for their ability to resist fire.

Recently, these fire resistance standards were expanded to include solar equipment as part of the roof system. Specifically, this requires the modules, mounting hardware and roof covering to be tested together as a system to ensure they achieve the same fire rating as the original roof covering.

Adoption of these new requirements will begin in California in 2015 and extend to the rest of the country in 2016.

IronRidge Certification

In August 2014, IronRidge was the first company to receive a Class A Fire Rating—the highest possible rating—from Intertek Group plc., a Nationally Recognized Testing Laboratory.

IronRidge Roof Mount products were tested on flat and sloped roofs in accordance with the new UL 1703 & UL 2703 test standards. The testing evaluated the system's ability to resist flame spread, burning material and structural damage to the roof.

Refer to the table below to determine the requirements for achieving a Class A Fire Rating on your next project.

Fire Testing Process

Test Setup

Solar Modules

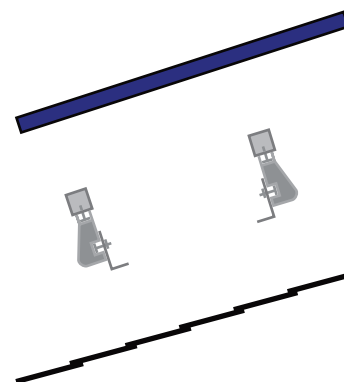
Solar modules are given a Type classification based on their materials and construction.

Mounting System

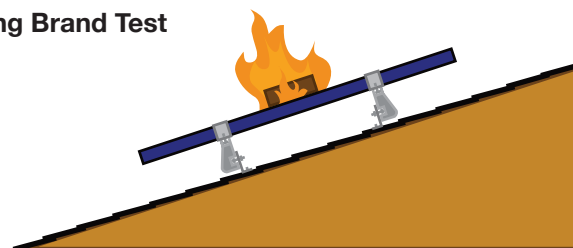
Mounting is tested as part of a system that includes type-tested modules and fire-rated roof covering.

Roof Covering

Roof covering products are given a Fire Class Rating of A, B or C based on their tested fire resistance.

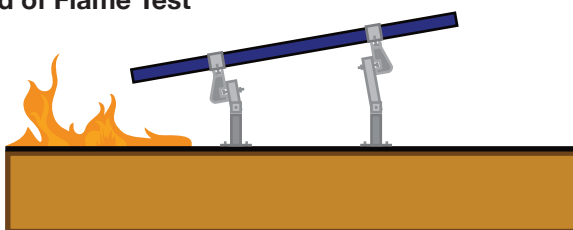


Burning Brand Test







A burning wooden block is placed on module as a fan blows at 12 mph. Flame cannot be seen on underside of roof within 90 minutes.

Spread of Flame Test



Flame at southern edge of roof is aimed up the roof as a fan blows at 12 mph. The flame cannot spread 6 feet or more in 10 minutes.

Roof Slope	Mount	Module	Fire Rating*
Steep Slope (≥ 9.5 degrees)	Flush 	Type 1, 2, & 3	Class A
	Tilt 	Type 1 & 2	Class A
Low Slope (< 9.5 degrees)	Flush 	Type 1, 2, & 3	Class A
	Tilt 	Type 1, 2, & 3	Class A

*Class A rated PV systems can be installed on Class A, B, and C roofs.

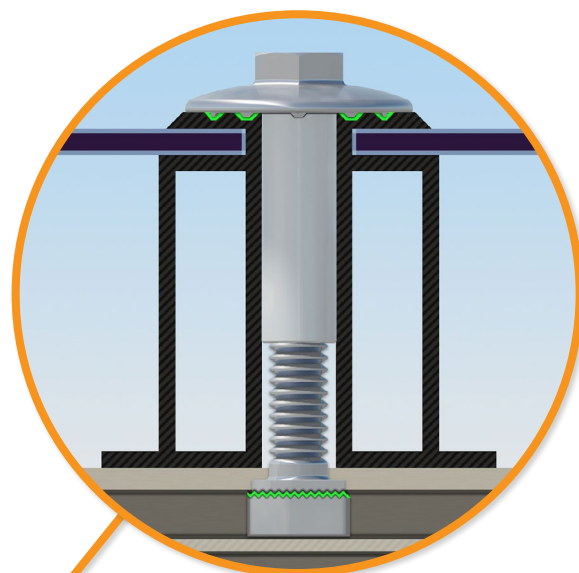


UFO Family of Components

Simplified Grounding for Every Application

The UFO family of components eliminates the need for separate grounding hardware by bonding solar modules directly to IronRidge XR Rails. All system types that feature the UFO family—Flush Mount, Tilt Mount and Ground Mount—are fully listed to the UL 2703 standard.

UFO hardware forms secure electrical bonds with both the module and the rail, resulting in many parallel grounding paths throughout the system. This leads to safer and more reliable installations.



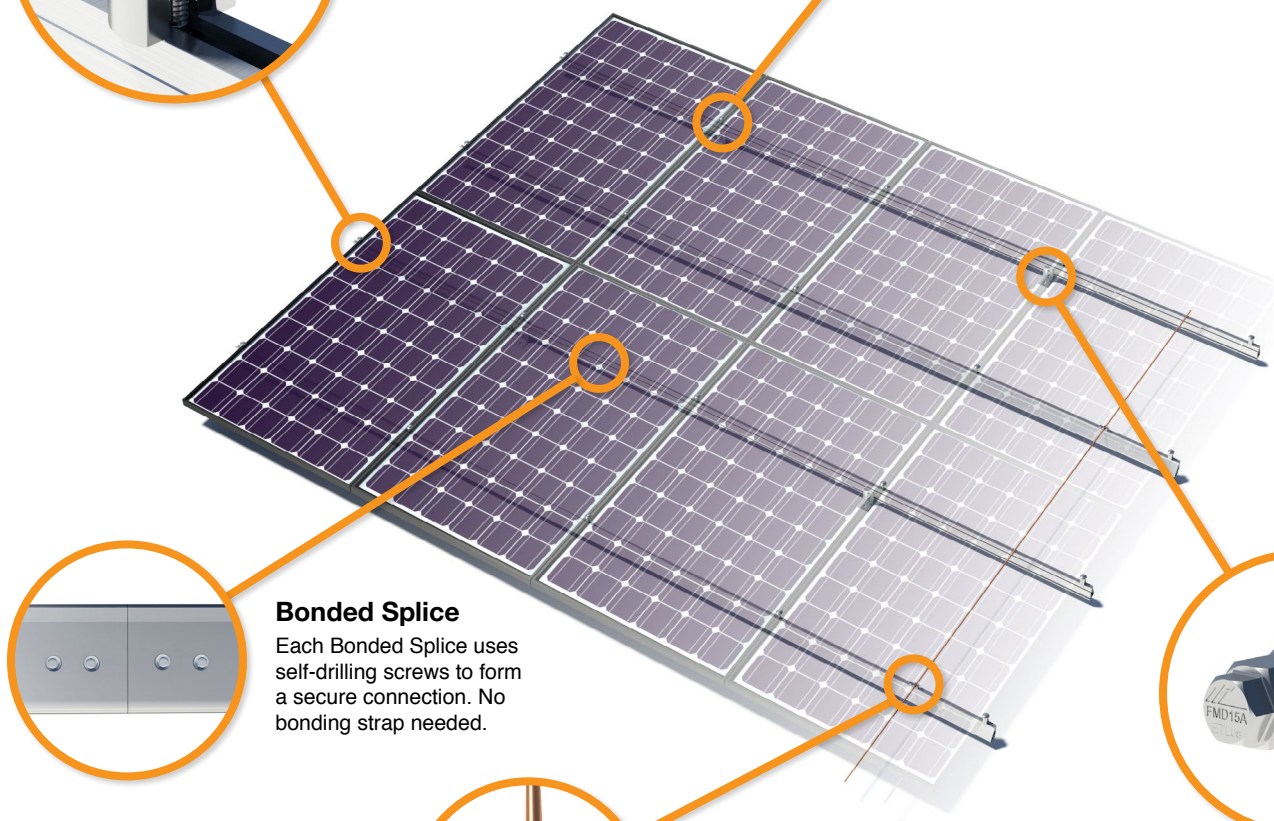
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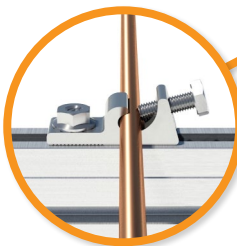
Stopper Sleeve

The Stopper Sleeve snaps onto the UFO, converting it into a bonded end clamp.



Bonded Splice

Each Bonded Splice uses self-drilling screws to form a secure connection. No bonding strap needed.



Grounding Lug

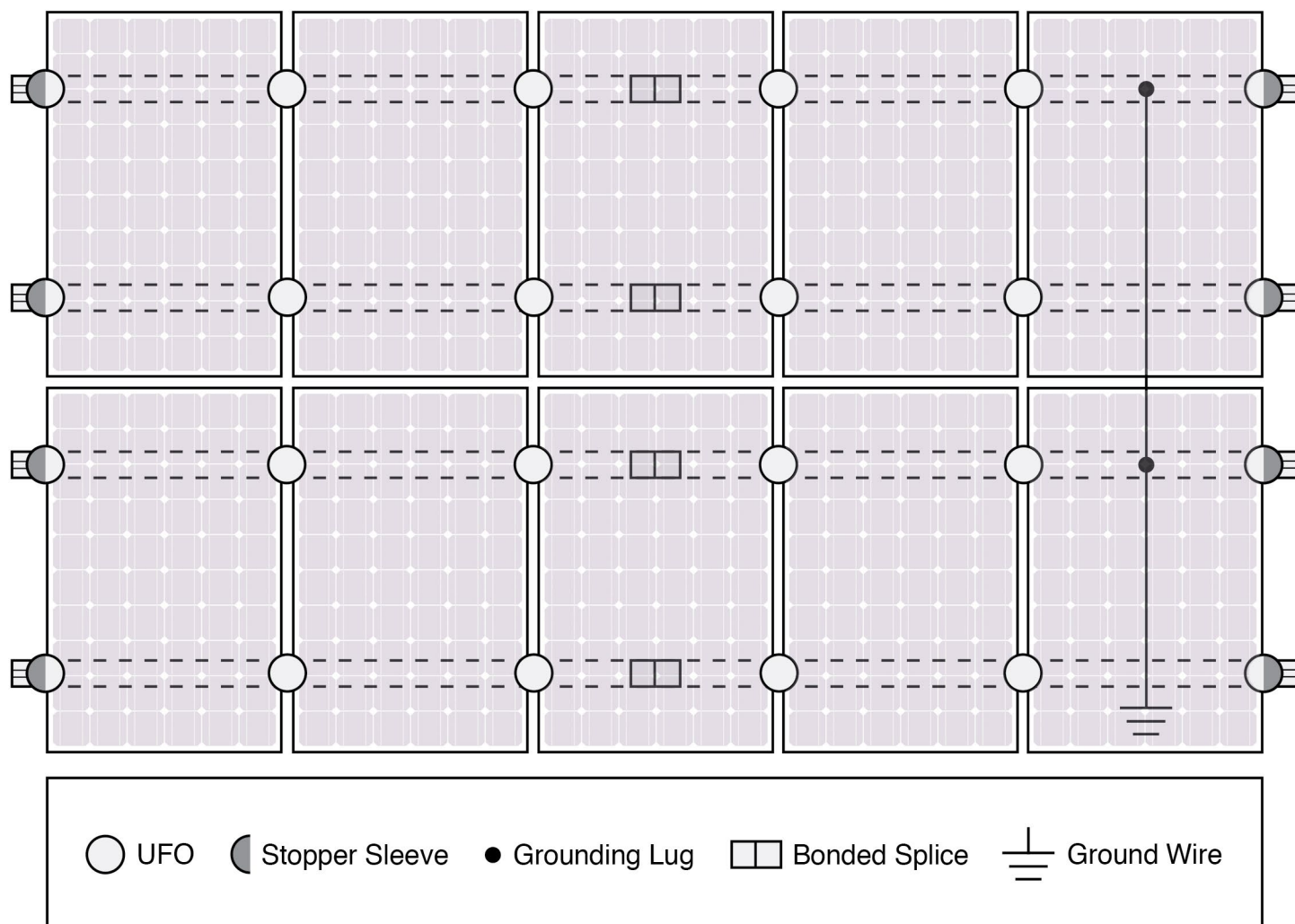
A single Grounding Lug connects an entire row of PV modules to the grounding conductor.



Bonded Attachments

The bonding bolt attaches and bonds the L-foot to the rail. It is installed with the same socket as the rest of the system.

System Diagram



⚡ Approved Enphase microinverters can provide equipment grounding of IronRidge systems, eliminating the need for grounding lugs and field installed equipment ground conductors (EGC). A minimum of two microinverters mounted to the same rail and connected to the same Engage cable is required. Refer to installation manuals for additional details.

UL Certification

The IronRidge Flush Mount, Tilt Mount, and Ground Mount Systems have been listed to UL 2703 by Intertek Group plc.

UL 2703 is the standard for evaluating solar mounting systems. It ensures these devices will maintain strong electrical and mechanical connections over an extended period of time in extreme outdoor environments.

 [Go to IronRidge.com/UFO](https://www.ironridge.com/UFO)

Cross-System Compatibility			
Feature	Flush Mount	Tilt Mount	Ground Mount
XR Rails	✓	✓	XR1000 Only
UFO/Stopper	✓	✓	✓
Bonded Splice	✓	✓	N/A
Grounding Lugs	1 per Row	1 per Row	1 per Array
Microinverters & Power Optimizers	Enphase - M250-72, M250-60, M215-60, C250-72 Darfon - MIG240, MIG300, G320, G640 SolarEdge - P300, P320, P400, P405, P600, P700, P730		
Fire Rating	Class A	Class A	N/A
Modules	Tested or Evaluated with over 400 Framed Modules Refer to installation manuals for a detailed list.		



Built for solar's toughest roofs.

Anchored by the strongest rails in solar, the IronRidge Roof Mount System provides the durability and versatility to handle virtually any residential or commercial rooftop.

The unique curved profile of the XRS Rail increases its strength while also giving it an attractive look, making it very customer-friendly. In addition, IronRidge Rails are certified for integrated grounding, which eliminates separate module grounding components and procedures, making it very installer-friendly.



Strongest Rails

Longer spans between attachments, fewer roof penetrations.



PE Certified

Pre-stamped engineering letters available in most states.



Simple Assembly

Versatile and adjustable components simplify any array design.



Design Software

Online tool generates a complete bill of materials in minutes.



Integrated Grounding

UL 2703 system eliminates separate module grounding components.



20 Year Warranty

Twice the protection offered by competitors.

Rails

Standard Rails (XRS)



Curved rails increase spanning capabilities and aesthetics.

- Available in clear and black anod.
- Multiple sizes between 12' and 18'
- Made of corrosion resistant alum.

Light Rails (XRL)



Lightweight rails reduce cost for lighter load conditions.

- Available in clear and black anod.
- Multiple sizes between 12' and 18'
- Made of corrosion resistant alum.

Rail Splices

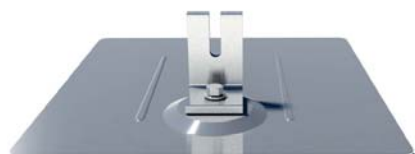


Internal splices seamlessly connect rails, allowing easy L-foot installation.

- Different versions for XRS and XRL
- Includes self-tapping screws
- Available with grounding straps

Attachments

Flashings



FlashFoot™ is an all-in-one mounting product for composition shingle roofs.

- Integrated L-Foot and hardware
- Certified compliant with IBC & IRC
- PE certified with IronRidge Rails

Adjustable L-Feet



Slotted L-feet provide adaptable attachment to standoffs and flashings.

- Available in clear and black anod.
- Works with XRS and XRL rails
- Compatible with third-party parts

Tilt Leg Kits



Fixed and adjustable tilt legs allow adjustment in all three axes.

- Attaches directly to XRS and XRL
- Ships with all required hardware
- Multiple sizes for 5-45 deg. tilts

Clamps & Accessories

End Clamps



Secure modules to the end of the rails.

- Clear and black anod.
- Sizes from 1.22" to 2.3"
- Optional bottom clamps

Mid Clamps



Fasten modules in the middle of the rails.

- Clear and black anod.
- T-bolt or hex nut designs
- Grounding clamp offered

End Caps



Provide a finished look for rails.

- Keeps out debris
- Black polycarbonate
- UV protected

Wire Clips



Organize both DC and AC wiring along the rails.

- Attaches to both rails
- Supports ten 5mm wires
- UV protected

Online Software



The IronRidge Design Assistant helps you go from rough layout to fully engineered system. For free.

[Go to ironridge.com/rm](http://ironridge.com/rm)



Available with Integrated Grounding

IronRidge offers UL 2703 certified components that automatically bond modules and rails to ground.

[Go to ironridge.com/ig](http://ironridge.com/ig)

CLASSIFICATION

Constructional Data Report (CDR)

1.0 Reference and Address			
Report Number	101541132LAX-002	Original 22-May-2014	Revised: 15-Jan-2016
Standard(s)	UL Subject 2703 Outline of Investigation for Rack Mounting Systems and Clamping Devices for Flat-Plate Photovoltaic Modules and Panels, Issue Number: 1, October 4, 2010		
Applicant	IronRidge, Inc.	Manufacturer 1	IronRidge, Inc.
Address	1495 Zephyr Ave Hayward, CA 94544	Address	1495 Zephyr Ave Hayward, CA 94544
Country	USA	Country	USA
Contact	Yann Schwarz	Contact	Jim Norsworthy Or Dave Taggart
Phone	(800) 227-9523 (510) 225-0973	Phone	(707) 363-3025 (800) 227-9523
FAX	(707) 459-1833	FAX	(510) 225-0975
Email	yschwarz@ironridge.com	Email	jnorsworthy@ironridge.com dtaggart@ironridge.com
Manufacturer 2	Precision Die & Stamping, Inc.		
Address	1704 W. 10th Street Tempe, AZ 85281		
Country	USA		
Contact	Andy Frola		
Phone	(480) 967-2038		
FAX	(480) 829-0838		
Email	andy@precisiondie.com		

2.0 Product Description	
Product	XR Rails with Integrated Grounding.
Brand name	IronRidge Roof Mount
Description	<p>The product covered by this report is the IronRidge Rails with Integrated Grounding solar roof mounting system. This system is designed to provide bonding and grounding to photovoltaic modules. The mounting system employs anodized aluminum rails that are roof mounted using aluminum Extruded L Foot brackets. The mounting rails in this report are XRL, XR10, XR100 and XR1000 Rail. All rails have an optional aluminum splice which ties the rails together to extend their length.</p> <p>A grounding strap and stainless steel hardware are required for penetrating the anodized coating of the rails, creating a bonded connection from rail to rail. 304 stainless steel Grounding Mid Clamp and aluminum End Clamps are used to attach and support framed photovoltaic modules to the system. The End Clamps are not used as a grounding means.</p> <p>The Grounding Mid Clamps are installed onto the module frame by using a 18-8 stainless steel serrated T-Bolt and a 18-8 stainless steel Flange Hex Nut that gets screwed onto the rails to a specified torque. The retention teeth of the clamp and bolt penetrate the anodized coating of the photovoltaic modules frame and rail to contact the metal, creating a bonded connection from module to module and module to rail.</p> <p>The grounding of the entire system is intended to be in accordance with the latest edition of the National Electrical Code, including NEC 250: Grounding and Bonding, and NEC 690: Solar Photovoltaic Systems. Any local electrical codes must be adhered in addition to the national electrical codes. An entire array, regardless of size, is grounded via one grounding lug. The WEEB Grounding Lug is secured to XRL, XR10, XR100 or XR1000 Rail's top slot using stainless steel hex bolt or T-Bolt, flat washer, split lock washer, and nut, tightened to manufacture's specified torque. The WEEB Grounding Lug is intended for use with one solid or stranded copper wire, conductor size 14 AWG though 6 AWG. The Titan Grounding Lug is secured to XRL, XR10, XR100 or XR1000 Rail's side center cavity of rails using stainless steel T-bolt, k-lock nut, star washer, and machine screw. The Titan Grounding Lug is intended for use with one solid or stranded copper wire, conductor size 14 AWG though 4 AWG.</p>
Models	IR XR followed by 4 Alphanumeric Characters
Model Similarity	N/A
Ratings	<p>Fuse Rating: 20 A</p> <p>Fire Class Resistance Rating:</p> <ul style="list-style-type: none"> - Class A for Steep Slope Flush-Mount (Symmetrical) Applications when using Type 1, Type 2 and Type 3, Listed Photovoltaic Module. - Class A for Low Slope Flush-Mount (Symmetrical) Applications when using Type 1, Type 2 and Type 3, Listed Photovoltaic Module. - Class A for Steep Slope Tilt-Mount (Asymmetrical) Applications when using Type 1 and Type 2, Listed Photovoltaic Module. - Class A for Low Slope Tilt-Mount (Asymmetrical) Applications when using Type 1, Type 2 and Type 3, Listed Photovoltaic Module.

2.0 Product Description

These systems were evaluated or tested for bonding and grounding with the following PV-Module frames:

Motech - Black or Silver Frames

Models:

IM and XS series, 60 and 72 cell modules with 40 mm frame height.
IM and XS series, 60 and 72 cell modules with 45 mm frame height.
IM and XS series, 60 and 72 cell modules with 50 mm frame height.

Suntech - Black or Silver Frames

Models:

Wdb, Wde, and Wd series, 60 and 72 cell modules with 35 mm frame height.
Vd series, 60 and 72 cell modules with 50 mm frame height.

ET Solar - Black or Silver Frames

Models:

ET Solar 60 cell modules with 35 and 40 mm frames
ET-Y660xxxZZ
Where "Y" can be P, L, or M; "xxx" refers to the module power rating; "ZZ" can be WB, WW, BB, WBAC, or BBAC

ET Solar 72 cell modules with 40 and 50 mm frames
ET-Y672xxxZZ
Where "Y" can be P, L, or M; "xxx" refers to the module power rating; "ZZ" can be WB, WW, BB, or WBG

Hyundai - Black or Silver Frames

Models:

SG, MG, RG and TG Series, 60 cell modules with 35 mm frame height.
MI, RI and TI Series, 72 cell modules with 50 mm frame height.

Yingli - Black or Silver Frames

Models:

Panda and YGE models, 60 cell modules with 40 mm or 35 mm frame height.
YGE models, 72 cell modules with 50 mm or 40 mm frame height.

Kyocera -

Models:

KD(xxx)GX-LPU, KD(xxx)GX-LFU, KD135SX-UPU, KD(xxx)GX-LFBS, KD(xxx)GX-LPB
KD(xxx)GX-LFB, KD(xxx)GX-LFB2, KD(xxx)GX-LPB2
KD135GX-LPS, KD140GX-LPS, KD140SX-UPU
KU(xxx)-3AC, KU(xxx)-4AC, KU(xxx)-5AC, KU(xxx)-3BC, KU(xxx)-4BC
KU(xxx)-5BC, KU(xxx)-6BC, KU(xxx)-8BC, KU(xxx)-3FC, KU(xxx)-4FC
KU(xxx)-5FC, KU(xxx)-6FC, KU(xxx)-4UC, KU(xxx)-5UC.
Where xxx refers to the module power rating

Canadian Solar - Black or Silver Frames

Models:

CS6P-M 60 Cell Modules with a 40mm frame height.
CS6P-P 60 Cell Modules with a 40mm frame height.
CS6X-M 72 cell modules with a 40mm frame height.
CS6X-P 72 cell modules with a 40mm frame height.

2.0 Product Description

LG Modules - Black or Silver Frames

Models:

LG 60 cell modules with 35 mm frames:

LGxxx1z-b3

Where xxx is the module power rating, "y" can be A,N or S, "z" can be C or K, and "b" can be A, B, or G.

LG 60 cell Modules with 40mm frames:

LGxxx1z-G4

Where "xxx" is the module power rating, "y" can be N or S, and "z" can be C or K

LG 72 Cell Modules with 46mm frames:

LGxxx2z-b3

Where "xxx" is the module power rating, "y" can be N or S, "z" can be C or K, and "b" can be A, B, or G

Suniva Modules - Black or Silver Frames

Models:

60 Cell Modules with 35 and 40mm frames:

OPTxxx-60-A-YYY-Z

MVXxxx-60-A-YYY-Z

Where "xxx" is the module power rating, "A" is either 4 or 5, "YYY" is either 100,101,700,1B0, or 1B1, and "z" is blank or B.

72 Cell Modules with 38, 46, and 50mm frames:

OPTxxx-72-A-YYY-Z

MVXxxx-72-A-YYY-Z

Where "xxx" is the module power rating, "A" is either 4 or 5, "YYY" is either 100,101,700,1B0, or 1B1, and "Z" is either blank or B

Hanwha Modules - Black or Silver Frames

Models:

HSL72P6-PA-1-xxx(50mm frame)

HSL72P6-PB-1-xxx(45mm frame)

HSL60P6-PB-1-xxx(40mm frame)

HSL60P6-PA-1-xxx(45mm frame)

The model number can be followed with a "B"

Where xxx is the module power rating

Trina Solar Modules - Black or Silver Frames

Models:

TSM-xxxPA05 (35mm frame height)

TSM-xxxPC05 (35mm frame height)

TSM-xxxPD05 (35mm frame height)

TSM-xxxPA05 (40mm frame height)

TSM-xxxPA14 (46mm frame height)

TSM-xxxPD14 (40mm frame height)

TSM-xxxPC14 (40mm frame height)

The model number can be followed by A and .05 or .08

Where xxx refers to module power rating

Other Ratings

2.0 Product Description

SolarWorld Modules - Black or Silver Frames

Models:

Sunmodule Plus SW-xxx,
Sunmodule Protect SW-xxx,
Sunmodule XL SW-xxx
Mono or Poly with 31, 33, or 46 mm frame height.
Where xxx refers to the module power rating

Phono Solar Modules - Black or Silver Frames

Models:

PSxxxP-20/U, PSxxxM-20/U, PSxxxP-24/T, PSxxxM-24/T with 40mm frame height
Where xxx refers to module power rating

SunEdison modules - Black or Silver Frames

Models:

SE-QxxxBCC-3Y, SE-MxxxBCC-3Y, SE-FxxxBCC-3Y, SE-PxxxBCC-3Y, SE-QxxxBMC-3Y
SE-MxxxBMC-3Y, SE-FxxxBMC-3Y, SE-DxxxBMC-3Y, SE-PxxxBMC-3Y with 50mm frame
height.
Where xxx refers to module power rating

Hanwha Q CELLS modules - Black or Silver Frames

Models:

Hanwha QCells 60 cell modules with 32 mm frames
Q.PLUS-G4-xxx
Q.PRO BFR-G4-xxx
where xxx refers to module power rating

Hanwha QCells 60 cell modules with 35 mm frames:

Q.PRO-G3-xxx
Q.PRO-BFR-G3-xxx
Q.PEAK BLK G3-xxx
Q.PLUS G3-xxx

where xxx refers to module power rating

Hanwha QCells 72 cell modules with 35 mm frames:

Q.PRO L-G4y-xxx
Q.PLUS L-G4y-xxx

where "y" can be blank, 1 or 2 and "xxx" refers to module power rating

Hanwha QCell 72 cell modules with 40 mm frames:

Q.PRO L-G2xxx
Q.PRO L-G3y-xxx

where "y" can be blank or 1 and "xxx" refers to module power rating

Hanwha QCell 72 cell modules with 42 mm frames:

Q.PRO L-G2-xxx

where "xxx" refers to module power rating

2.0 Product Description

Renesola Modules - Black or Silver Frames

Models: Mono and Virtus II Modules:

JCxxxM-24/Abh, JCxxxS-24/Abh, JCxxxF-24/Abh, JCxxxM-24/Abh-b, JCxxxS-24/Abh-b
JCxxxF-24/Abh-b, JCxxxM-24/Ab, JCxxxM-24/Abv, JCxxxS-24/Ab, JCxxxF-24/Ab
JCxxxM-24/Ab-b, JCxxxM-24/Abv-b, JCxxxS-24/Ab-b, JCxxxF-24/Ab-b with 50mm frame
height.

JCxxxM-24/Bb, JCxxxM-24/Bbv, JCxxxS-24/Bb, JCxxxF-24/Bb, JCxxxM-24/Bb-b
JCxxxM-24/Bbv-b, JCxxxS-24/Bb-b, JCxxxF-24/Bb-b, JCxxxM-24/Bbh, JCxxxS-24/Bbh
JCxxxF-24/Bbh, JCxxxM-24/Bbh-b, JCxxxS-24/Bbh-b, JCxxxF-24/Bbh-b with 40mm frame
height.

JCxxxS-24/Db, JCxxxF-24/Db, JCxxxS-24/Db-b, JCxxxF-24/Db-b with 35mm frame height.
Where xxx refers to the module power rating.

Sunpower Modules- Black or Silver Frames

Models:

SPR-E-xx series with standard (G3) or InvisiMount (G5) 46 mm frame
SPR-X-xx series with standard (G3) or InvisiMount (G5) 46 mm frame.
where xx is the series number

Panasonic Modules – Black or Silver Frames

Models:

VBHNxxxSA06, VBHNxxxSA06B, VBHNxxxSA11, VBHNxxxSA11B with 35 mm frame height.
Where xxx refers to the module power rating

Winaico Modules - Black or Silver Frames

Models:

Winaico 60 Cell modules with 35 and 40 mm frames
Wsy-xxxz6
Where "y" can be either P or T, "xxx" is the module power rating, and "z" can be either M or P

Mitsubishi Modules - Black or Silver Frames

Models:

PV-MYYxxxZZ
Where YY can be LE or JE, xxx is the module power rating, and ZZ can be either HD, HD2, or
FB

Jinko Solar Modules - Silver Frames

Models:

JKMxxxP-60: Where xxx is the module power rating between 250-270 in increments of 5.
JKMSxxxP: Where xxx is the module power rating between 255-270 in increments of 5.
JKMxxxPP-60: Where xxx is the module power rating between 255-270 in increments of 5.

Test Verification of Conformity

In the basis of the tests undertaken, the sample(s) of the below product have been found to comply with the requirements of the referenced specifications at the time the tests were carried out.

Applicant Name & Address:	IronRidge, Inc. 1495 Zephyr Ave. Hayward, CA 94544 USA
Product Description:	Flush Mount System with XR Rails.
Ratings & Principle Characteristics:	<u>Fire Class Resistance Rating:</u> -Flush Mount (Symmetrical). Class A Fire Rated for Low Slope applications when using Type 1, 2 and 3, listed photovoltaic modules. Class A Fire Rated for Steep Slope applications with Type1, 2 and 3, listed photovoltaic modules. Tested with a 5" gap (distance between the bottom the module frame and the roof covering), per the standard this system can be installed at any gap allowed by the manufacturers installation instructions. No perimeter guarding is required. This rating is applicable with any IronRidge or 3'rd party roof anchor.
Models:	IronRidge Flush Mount with XR Rails
Brand Name:	IronRidge Flush Mount
Relevant Standards:	UL 2703 (Section 15.2 and 15.3) Standard for Safety Mounting Systems, Mounting Devices, Clamping/Retention Devices, and Ground Lugs for Use with Flat-Plate Photovoltaic Modules and Panels, First Edition dated Jan. 28, 2015 Referencing UL1703 Third Edition dated Nov. 18, 2014, (Section 31.2) Standard for Safety for Flat-Plate Photovoltaic Modules and Panels.
Verification Issuing Office:	Intertek Testing Services NA, Inc. 8431 Murphy Drive Middleton, WI 53562
Date of Tests:	08/27/2014 to 03/17/2015
Test Report Number(s):	101769343MID-001r1, 101769343MID-001a, 101915978MID-001 & 101999492MID-001ar1-cr1.

This verification is part of the full test report(s) and should be read in conjunction with them. This report does not automatically imply product certification.

Completed by: Chris Zimbrich
Title: Technician II, Fire Resistance

Signature:

Date: 05/25/2016



Reviewed by: Chad Naggs
Title: Technician I, Fire Resistance

Signature:

Date: 05/25/2016



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IronRidge
1495 Zephyr Ave
Hayward, CA 94544

December 18, 2014
page 1 of 11

Attn: Mr. David F. Taggart, Vice President Products

Subject: IronRidge FlashFoot

Dear Sir:

This letter is a supplement to the standard letter for the IronRidge Roof Flush Mounting System to address the requirements for use with the IronRidge FlashFoot.

The IronRidge FlashFoot comprises an aluminum block and flashing plate. An L-Foot base is attached using a 5/16" lag screw with a 3 inch minimum embedment into a wood substrate. The wood substrate for the tests consisted of 1/2" CDX plywood over a 2x6 SPF #2 rafter with a specific gravity of 0.42. A full detail can be seen on the attached drawings.

The testing data provided shows that the critical failure occurs in one of two ways, pullout of the lag screw from the base material or the shear failure of the L-Foot. Maximum allowable values for these failure conditions were derived using a safety factor of 3.0 on the lowest ultimate load provided by the testing. The maximum allowable uplift reaction of 717 lbs and the maximum allowable downslope (lateral) reaction of 341 lbs are based on the tested criteria.

The allowable loads used to develop the tables below have been increased from the tested values above to reflect installation into a wood substrate with specific gravity of 0.50. The increase was determined using the ANSI/AF&PA NDS-2010 National Design Specification (NDS) for Wood Construction adjustment factor of $1 / 1 - (0.50 - G)$ where G is the tested specific gravity. Therefore, the maximum allowable uplift reaction is 779 lbs and the maximum allowable downslope (lateral) reaction is 370 lbs. The maximum allowable spacing of the FlashFoot for common load cases due to wind and snow are shown in Tables 1-9 below.

Table 1 - MAXIMUM SPANS (inches) - Wind Zone 1											
XR10 Rail Flash Foot	Wind Speed	Ground Snow Load									
Exposure	mph	0 psf	10 psf	20 psf	30 psf	40 psf	50 psf	60 psf	70 psf	80 psf	90 psf
Category B	100	70	61	51	45	40	36	33	30	29	27
	105	70	61	51	45	40	36	33	30	29	27
	110	70	61	51	45	40	36	33	30	29	27
	120	70	61	51	45	40	36	33	30	29	27
	130	70	61	51	45	40	36	33	30	29	27
	140	66	61	51	45	40	36	33	30	29	27
	150	62	60	51	45	40	36	33	30	29	27
	160	58	58	50	45	40	36	33	30	29	27
Category C	170	55	55	49	44	40	36	33	30	29	27
	100	70	61	51	45	40	36	33	30	29	27
	105	70	61	51	45	40	36	33	30	29	27
	110	70	61	51	45	40	36	33	30	29	27
	120	65	61	51	45	40	36	33	30	29	27
	130	60	59	51	45	40	36	33	30	29	27
	140	56	56	49	44	40	36	33	30	29	27
	150	53	53	48	43	39	36	33	30	29	27
Category D	160	49	49	47	43	39	36	33	30	29	27
	170	46	46	46	42	38	35	33	30	29	27
	100	70	61	51	45	40	36	33	30	29	27
	105	68	61	51	45	40	36	33	30	29	27
	110	65	61	51	45	40	36	33	30	29	27
	120	60	59	50	45	40	36	33	30	29	27
	130	56	56	49	44	40	36	33	30	29	27
	140	52	52	48	43	39	36	33	30	29	27
Category D	150	48	48	47	42	39	36	33	30	29	27
	160	45	45	45	41	38	35	33	30	29	27
	170	43	43	43	40	37	35	33	30	29	27

Notes – see page 11

Table 2 - MAXIMUM SPANS (inches) - Wind Zone 2											
XR10 Rail Flash Foot	Wind Speed	Ground Snow Load									
Exposure	mph	0 psf	10 psf	20 psf	30 psf	40 psf	50 psf	60 psf	70 psf	80 psf	90 psf
Category B	100	67	61	51	45	40	36	33	30	29	27
	105	64	61	51	45	40	36	33	30	29	27
	110	61	61	51	45	40	36	33	30	29	27
	120	56	56	51	45	40	36	33	30	29	27
	130	52	52	51	45	40	36	33	30	29	27
	140	49	49	49	45	40	36	33	30	29	27
	150	45	45	45	45	40	36	33	30	29	27
	160	43	43	43	43	40	36	33	30	29	27
	170	40	40	40	40	40	36	33	30	29	27
Category C	100	57	57	51	45	40	36	33	30	29	27
	105	55	55	51	45	40	36	33	30	29	27
	110	52	52	51	45	40	36	33	30	29	27
	120	48	48	48	45	40	36	33	30	29	27
	130	44	44	44	44	40	36	33	30	29	27
	140	41	41	41	41	40	36	33	30	29	27
	150	38	38	38	38	38	36	33	30	29	27
	160	36	36	36	36	36	36	33	30	29	27
	170	34	34	34	34	34	34	33	30	29	27
Category D	100	53	53	51	45	40	36	33	30	29	27
	105	50	50	50	45	40	36	33	30	29	27
	110	48	48	48	45	40	36	33	30	29	27
	120	44	44	44	44	40	36	33	30	29	27
	130	41	41	41	41	40	36	33	30	29	27
	140	38	38	38	38	38	36	33	30	29	27
	150	35	35	35	35	35	35	33	30	29	27
	160	33	33	33	33	33	33	33	30	29	27
	170	31	31	31	31	31	31	31	30	29	27

Notes – see page 11

Table 3 - MAXIMUM SPANS (inches) - Wind Zone 3											
XR10 Rail Flash Foot	Wind Speed	Ground Snow Load									
Exposure	mph	0 psf	10 psf	20 psf	30 psf	40 psf	50 psf	60 psf	70 psf	80 psf	90 psf
Category B	100	55	55	51	45	40	36	33	30	29	27
	105	52	52	51	45	40	36	33	30	29	27
	110	50	50	50	45	40	36	33	30	29	27
	120	46	46	46	45	40	36	33	30	29	27
	130	42	42	42	42	40	36	33	30	29	27
	140	39	39	39	39	39	36	33	30	29	27
	150	37	37	37	37	37	36	33	30	29	27
	160	34	34	34	34	34	34	33	30	29	27
	170	32	32	32	32	32	32	32	30	29	27
Category C	100	46	46	46	45	40	36	33	30	29	27
	105	44	44	44	44	40	36	33	30	29	27
	110	42	42	42	42	40	36	33	30	29	27
	120	39	39	39	39	39	36	33	30	29	27
	130	36	36	36	36	36	36	33	30	29	27
	140	33	33	33	33	33	33	33	30	29	27
	150	31	31	31	31	31	31	31	30	29	27
	160	29	29	29	29	29	29	29	29	29	27
	170	27	27	27	27	27	27	27	27	27	27
Category D	100	43	43	43	43	40	36	33	30	29	27
	105	41	41	41	41	40	36	33	30	29	27
	110	39	39	39	39	39	36	33	30	29	27
	120	36	36	36	36	36	36	33	30	29	27
	130	33	33	33	33	33	33	33	30	29	27
	140	31	31	31	31	31	31	31	30	29	27
	150	28	28	28	28	28	28	28	28	28	27
	160	27	27	27	27	27	27	27	27	27	27
	170	25	25	25	25	25	25	25	25	25	25

Notes – see page 11

Notes – Tabulated values are based on the following criteria:

1. Building mean roof height = 30 ft
2. Risk Category = I
3. Roof Slope = 7 to 27 degrees
4. Solar panel long dimension = 78.5 in
5. Minimum specific gravity of wood rafter = 0.50
6. ASCE 7-10

Our analysis assumes that the connections and associated hardware are installed in a workmanlike manner in accordance with the “IronRidge Roof Mount Installation Manual” by IronRidge and generally accepted standards of construction practice. It is the responsibility of the contractor to verify that the quality of the roof framing meets the minimum properties used in the tests. Additional information is available at the IronRidge web site, IronRidge.com.

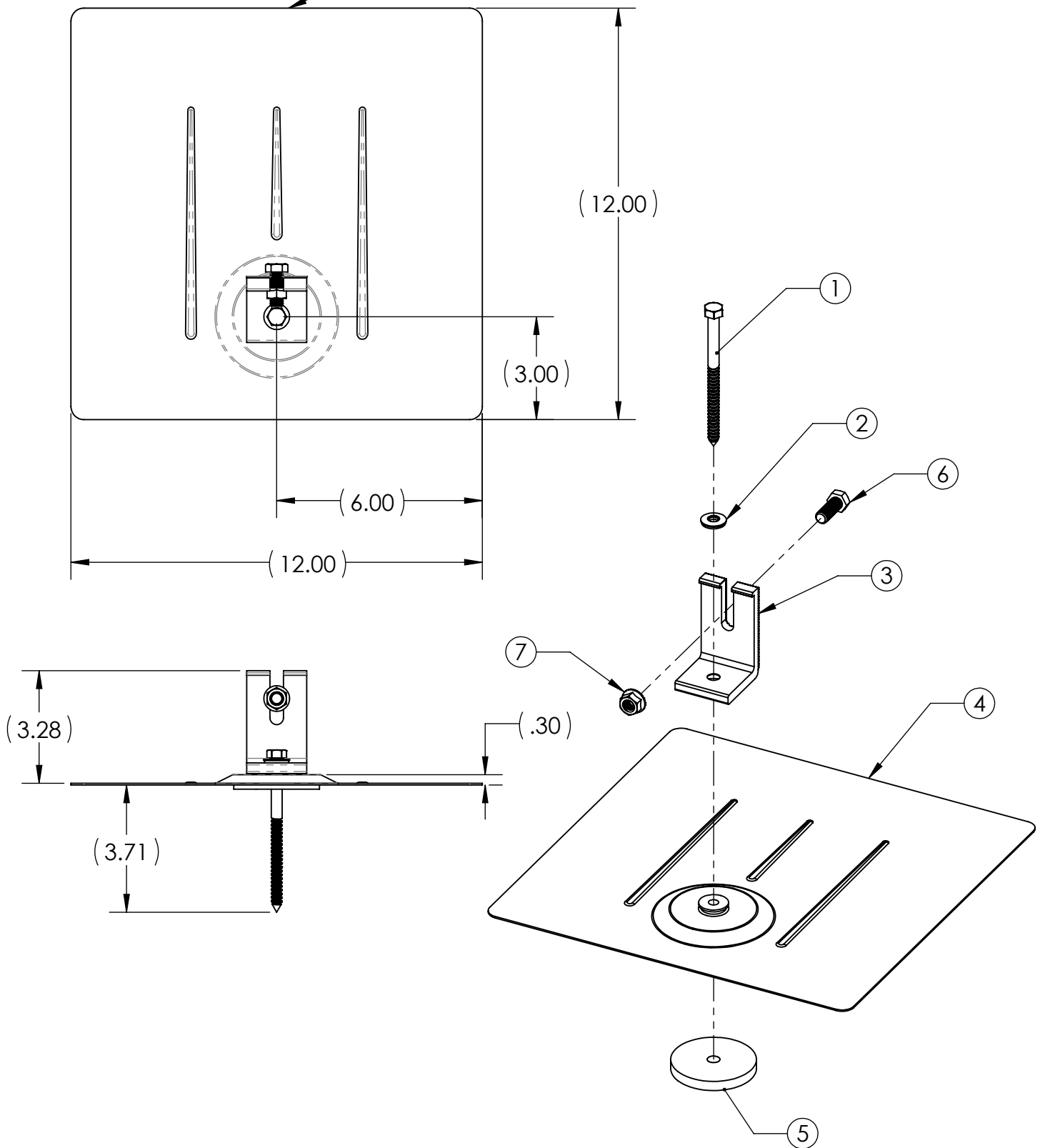
Please feel free to contact me at your convenience if you have any questions.


Respectfully yours,



Tres J. Warner, P.E.
Design Division Manager

THIS EDGE TOWARDS ROOF RIDGE



ITEM NO.	DESCRIPTION	QTY	DRAWN	SO	11-19-2013		
1	LAG BOLT 5/16"- 4 1/2" 18.8 SS	1	CHECKED	SM	11-26-2013		
2	5/16" EPDM BONDED WASHER 18.8 SS	1	ENG APPR.	JA	11-16-2013		
3	SCL-101-3	1	MFG APPR.	--	--		
4	IR-GF-FLASHING	1	Q.A.	--	--		
5	IR-GF-SUPPORT	1	COMMENTS: DO NOT SCALE DRAWING			KIT, IRONRIDGE FLASH FOOT (L-FOOT INCLUDED)	
6	BOLT, 3/8-16 X 1" HEX CS SS	1				SIZE A PART NO. RF-FLSH-001 REV. --	
7	NUT, FLANGE HEX 3/8-16 SS	1				SCALE:1:4 WEIGHT:	SHEET 1 OF 1



Main

Commercial Status	Commercialised
Product or component type	Single Throw Safety Switch
[In] rated current	60 A
Product certifications	UL listed
NEMA degree of protection	NEMA 3R
Disconnecter device type	Fusible disconnect
Device composition	Neutral (factory installed)
Short-circuit current	100 kA maximum depending on fuse H, K or R
Device mounting	Surface
Number of poles	2
Electrical connection	Lugs
Series name	General duty

Ordering and shipping details

Category	00106 - D & DU SW,NEMA3R, 30-200A
Discount Schedule	DE1A
GTIN	00785901460640
Nbr. of units in pkg.	1
Package weight(Lbs)	8.35
Product availability	Stock - Normally stocked in distribution facility
Returnability	Y
Country of origin	US

Contractual warranty

Period	18 months
--------	-----------

SQUARE D HOMELINE SOLAR-READY COMBINATION SERVICE ENTRANCE DEVICES FOR PLUG-ON NEUTRAL CIRCUIT BREAKERS



Engineered for value, Homeline™ Solar-ready CSEDs offer time savings for Plug-on Neutral Combination Arc Fault (CAFI) and Dual Function Circuit Breaker installation. Our innovative, split neutrals are engineered to save you time and wire, allowing Plug-on Neutral Circuit Breakers to connect directly to the neutral bar without the pigtail. Coupled with the state-of-the-art design, our neutral bars are now fully distributed, accepting Plug-on Neutral Circuit Breakers on any space.



Improve troubleshooting!

All Square D™ CAFI and Dual Function Circuit Breakers feature TIME SAVER Diagnostics, which provide circuit information at the touch of a button.

The Homeline Plug-on Neutral Advantage

- **Faster installation** — Fewer connections
- **Saves wire** — Fully distributed split neutral bar* with backed-out neutral screws
- **Frees gutter space** — No pigtails
- **Easier troubleshooting** — TIME SAVER Diagnostics provide additional circuit information at the touch of a button

**Patent applied*

HOMELINE SOLAR-READY COMBINATION SERVICE ENTRANCE DEVICES FOR PLUG-ON NEUTRAL CIRCUIT BREAKERS OFFER

- Solar-ready**
Suitable for use with Photovoltaic (PV) system applications as defined in NEC® Article 690.64
 - PV system data monitoring**
Provisions for current transformers (CT) on the line side of the service disconnect
 - Line side solar tap**
Accommodates field-installable lug kit ahead of the service disconnect to feed PV system without using a branch breaker space or de-rating the main breaker

See the difference!



▲ Pigtail Neutral connection

- **Less wiring**
- **Clean gutter**
- **Fast installation**



▲ Plug-on Neutral connection

Existing Catalog Number	New Catalog Number	Main Breaker	Branch Spaces/ Circuits	Accepts Line Side CTs	Accepts Line Side Solar Tap*	Dimensions		
						Length	Width	Depth
Surface Mount Only								
SC816F150S	SC816F150PS	150 A	8/16	Yes	Yes	29.50	21.50	5.80
SC816F200S	SC816F200PS	200 A						
SC2040M200S	SC2040M200PS		30/42			37.30	21.50	5.80
SC3040M200S	SC3042M200PS		42/42					
SC40M200S	SC42M200PS							

*Order Solar-ready sub-feed lug kit SR69064A

With exclusive features including cutting-edge circuit protection and TIME SAVER Diagnostics, Homeline CSEDs are the smart choice for value-minded contractors, remodelers, builders, and homeowners. Whatever your requirements are, Square D has a solution to meet your needs. For more information, call **888-SQUARED (888-778-2733)** or visit your local Square D authorized distributor.

Schneider Electric USA, Inc.
800 Federal Street
Andover, MA 01844
Tel: 847-397-2600
Fax: 847-925-7500
www.schneider-electric.com/us

Class Clase	Series Serie
4120	M01

SR69064A Terminal Kit for Solar Ready Combination Service Entrance Device (CSED)

Kit de terminales SR69064A para base integral de medición para acometida (CSED) de energía solar

Retain for future use. / Conservar para uso futuro.

Kit Contents

- 2 Sub-feed phase terminals
- 1 Sub-feed neutral terminal
- 2 Interactive inverter labels

Contenido del accesorio

- 2 Terminales de fase de subalimentación
- 1 Terminal de neutro de subalimentación
- 2 Etiquetas de inversor interactivas

Precautions

Precauciones

⚠ DANGER / PELIGRO

HAZARD OF ELECTRIC SHOCK, EXPLOSION, OR ARC FLASH

- Apply appropriate personal protective equipment (PPE) and follow safe electrical work practices. See NFPA 70E and NOM-029-STPS.
- This equipment must only be installed and serviced by qualified electrical personnel.
- Turn off all power supplying this equipment before working on or inside equipment.
- Always use a properly rated voltage sensing device to confirm power is off.
- Replace all devices, doors and covers before turning on power to this equipment.

Failure to follow these instructions will result in death or serious injury.

PELIGRO DE DESCARGA ELÉCTRICA, EXPLOSIÓN O DESTELLO POR ARQUEO

- Utilice equipo de protección personal (EPP) apropiado y siga las prácticas de seguridad eléctrica establecidas por su Compañía, consulte la norma 70E de NFPA y NOM-029-STPS.
- Solamente el personal eléctrico especializado deberá instalar y prestar servicio de mantenimiento a este equipo.
- Desenergice el equipo antes de realizar cualquier trabajo en él.
- Siempre utilice un dispositivo detector de tensión nominal adecuado para confirmar la desenergización del equipo.
- Vuelva a colocar todos los dispositivos, las puertas y las cubiertas antes de volver a energizar el equipo.

El incumplimiento de estas instrucciones podrá causar la muerte o lesiones serias.

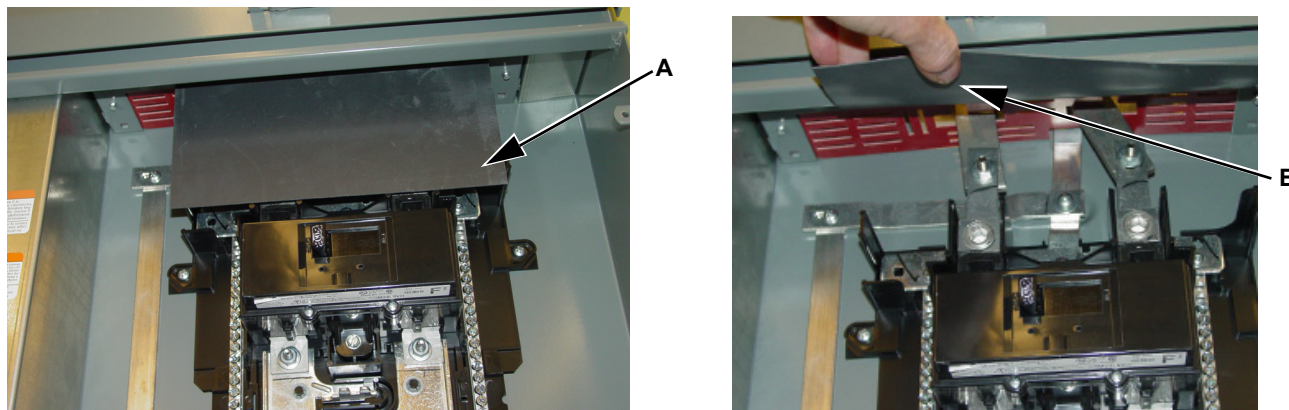
Installation

1. Turn off all power supplying this equipment before working on or inside equipment.
2. Remove the deadfront. An insulating barrier is installed to isolate the line bus bars from the deadfront. See Figure 1, A.
3. Lift barrier to locate studs to attach the feed through terminals. See Figure 1, B.

Instalación

1. Desenergice el equipo antes de realizar cualquier trabajo dentro o fuera de él.
2. Desmonte el frente muerto. Una barrera aislante ha sido instalada para aislar las barras de línea del frente muerto. Vea la figura 1, A.
3. Levante la barrera para localizar los pernos para colocar las terminales de paso. Vea la figura 1, B.

Figure / Figura 1: Removing Deadfront / Desmontaje del frente muerto



4. Using a 7/16 in. socket, remove Keps™ nuts (A) from both circuit breaker connectors (B). See Figure 2.

4. Con una llave de cubo de 7/16 pulgada, retire las tuercas de seguridad Keps™ (A) de ambos conectores (B) en el interruptor automático. Vea la figura 2.

Installing Current Transformers (CTs) on Bus Bars

- Maximum external dimensions for CTs: 3 in. diameter (or height) x 1 in. depth.
- Minimum window opening: 1 in. diameter (or width).

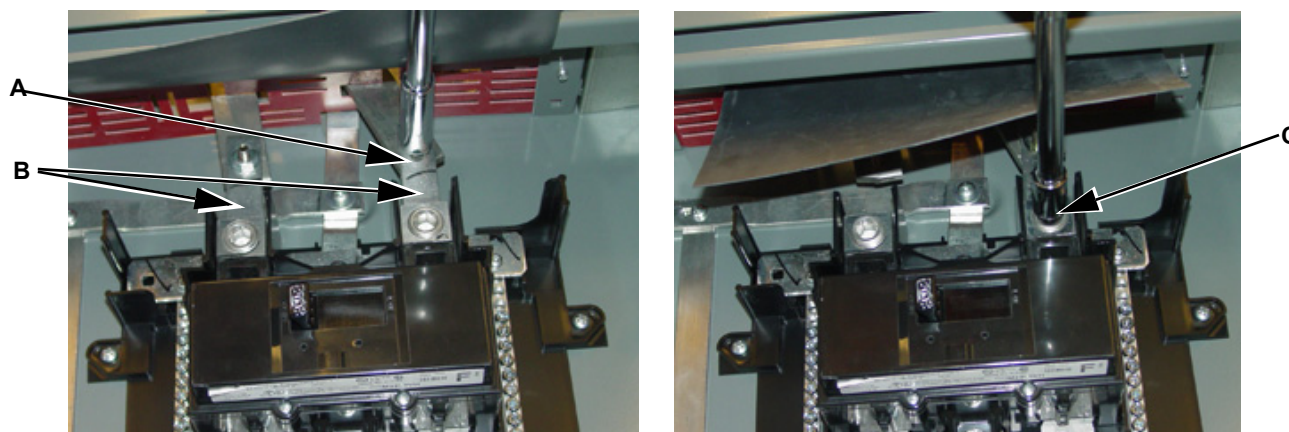
Instalación de los transformadores de corriente (TC) en las barras

- Dimensiones máximas externas para los TC: 76 mm (3 pulg) de diámetro (o altura) x 25 mm (1 pulg) de profundidad.
- Abertura mínima de la ventana: 25 mm (1 pulg) de diámetro (o ancho).

1. If CTs are to be installed on the line side of the main circuit breaker, use 3/8 in. hex (Allen® driver) to loosen the wire binding screws (C) and remove the circuit breaker connectors (B) from the main circuit breaker terminals. See Figure 2.

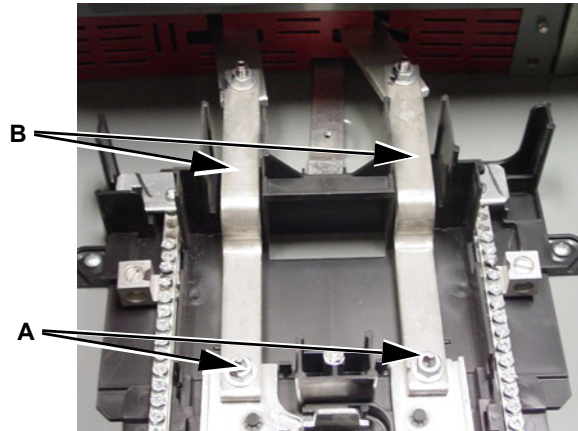
1. Si se van a instalar los TC en el lado de la línea del interruptor automático principal, utilice una punta de destornillador (Allen®) hexagonal de 3/8 pulg para aflojar los tornillos de sujeción del cable (C) y quitar los conectores (B) de las terminales del interruptor automático principal. Vea la figura 2.

Figure / Figura 2: Keps Nuts Removal / Extracción de las tuercas de seguridad



- | | |
|--|---|
| <p>2. If CTs are to be installed on the line side of a twelve-circuit main terminal device, use 7/16 in. socket to remove the Keps nuts (A) and remove the bus connectors (B). See Figure 3.</p> | <p>2. Si los TC deben instalarse en el lado de línea de un dispositivo de terminales principal de doce circuitos, utilice una llave de cubo de 7/16 pulgada para quitar las tuercas de seguridad Keps (A) y quitar los conectores (B) de la barra. Vea la figura 3.</p> |
|--|---|

Figure / Figura 3: Keps Nuts Removal from Main Terminal Device / Desmontaje de las tuercas de seguridad Keps del dispositivo de terminales principal



- | | |
|--|--|
| <p>3. Install CTs around connectors and re-install connectors. Torque wire binding screws to 250 lb-in. (28 N•m) for main circuit breaker, or torque Keps nuts to 75 lb-in. (8.5 N•m) for twelve-circuit main terminal device. See Figure 4.</p> | <p>3. Instale los TC alrededor de los conectores y vuelva a instalar estos últimos. Apriete los tornillos de sujeción del cable en 28 N•m (250 lbs-pulg) para el interruptor principal, o apriete las tuercas de seguridad Keps en 8,5 N•m (75 lbs-pulg) para el dispositivo de terminales principal de doce circuitos. Vea la figura 4.</p> |
|--|--|

Figure / Figura 4: Install Current Transformers / Instalación de los transformadores de corriente



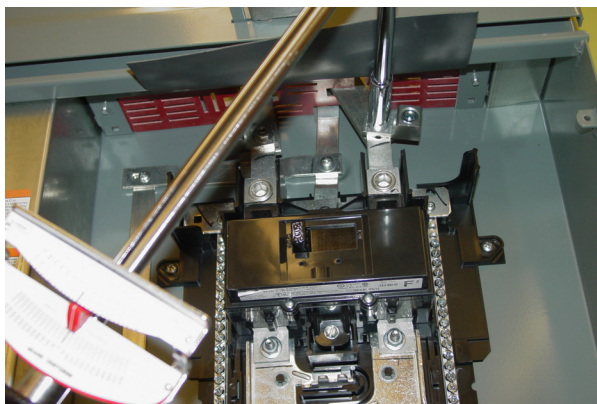
Sub-Feed Terminal Assembly Installation

1. Attach sub-feed terminals to bus bars with Keps nuts previously removed. Torque Keps nuts to 75 lb-in. (8.5 N•m). See Figure 5.

Instalación del ensamble de terminales de sub-alimentación

1. Instale las zapatas de sub-alimentación en las barras empleando las tuercas de seguridad que retiró anteriormente. Apriete las tuercas de seguridad en 8,5 N•m (75 lbs-pulg). Vea la figura 5.

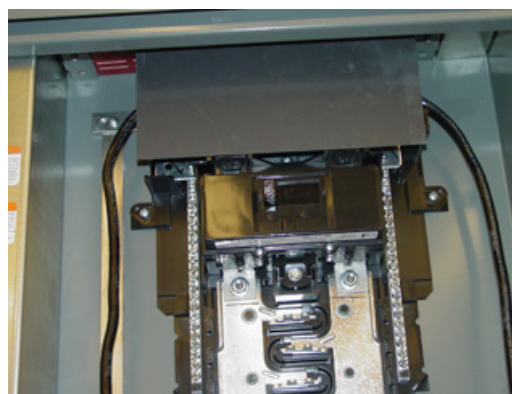
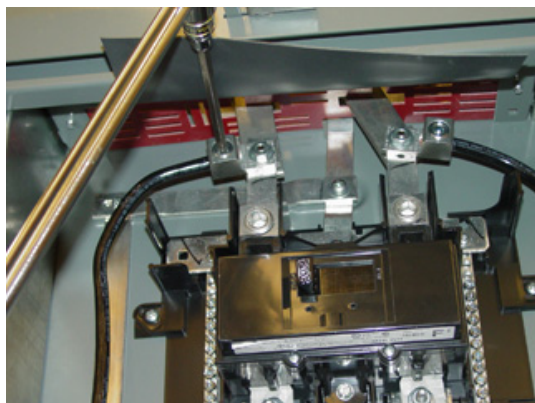
Figure / Figura 5: Sub-Feed Terminal Assembly / Ensamble de terminales de sub-alimentación



2. Install wires in sub-feed terminals. Using a 1/4 in. hex (Allen driver) and torque wrench, tighten wire binding screws. Torque to 200 lb-in. (23 N•m). See Figure 6.

2. Empleando una llave de apriete prefijado y cubo hexagonal de 1/4 pulg, apriete los tornillos de sujeción de cables. Apriételes en 23 N•m (200 lbs-pulg). Vea la figura 6.

Figure / Figura 6: Installing Wires / Instalación de cables



Alternate Neutral Terminal (If Required)

If an alternate neutral terminal is required, install neutral terminal per instructions included with the lug. An alternate neutral lug (LK100AN) with a wire range of #6-2/0 AWG is provided with this kit.

Electrical equipment should be installed, operated, serviced, and maintained only by qualified personnel. No responsibility is assumed by Schneider Electric for any consequences arising out of the use of this material.

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Schneider Electric USA, Inc.
1601 Mercer Road
Lexington, KY 40511 USA
1-888-SquareD (1-888-778-2733)
www.schneider-electric.us

Terminale de neutro alternativa (si es necesaria)

Si es necesaria una terminales de neutro alternativa, instale la terminale de neutro según las instrucciones incluidas con la terminale. Este kit incluye una terminale de neutro alternativa (LK100AN) de tamaño 13,3 - 67,4 mm² (6-2/0 AWG).

Solamente el personal especializado deberá instalar, hacer funcionar y prestar servicios de mantenimiento al equipo eléctrico. Schneider Electric no asume responsabilidad alguna por las consecuencias emergentes de la utilización de este material.

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Calz. J. Rojo Gómez 1121-A
Col. Gpe. del Moral 09300 México, D.F.
Tel. 55-5804-5000
www.schneider-electric.com.mx

Meter Mains and All-In-Ones

- Ringless Meter Sockets with barrel lock provisions factory installed except for Cat. No. SO2040M200SS which is a Ring Style meter socket with no provisions for barrel lock to secure the meter cover
- UL Listed, suitable only for use as service equipment
- Service disconnect(s) are supplied factory-installed, except where noted
- Supplied with 100% branch neutrals, all unused terminals may be used for equipment grounding wires
- Meets Federal Specification W-P-115c as Type 1, Class 2
- All devices have a 3" KO in the bottom endwall
- Provisions for Field Installed CTs All Devices
- Solar Ready kit SR69064A fits All Devices Below, order from Table 1.66

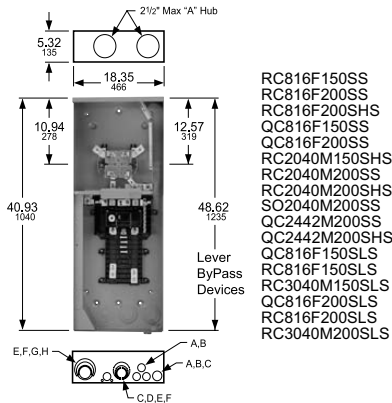
Table 1.66: All-In-One Combination Service Entrance Devices

	Ampere Rating	Bypass Type	Service Type	Short Circuit Current Rating	Cat. No.	Service Disconnect(s)			Load Center and Branch Circuit Breakers (Order Separately [1])				Hub Type (Order Separately [2])	Line Side Main Lugs AWG/ kcmil (Al/Cu)	Service Ground Lug AWG/ kcmil (Al/Cu)
									Max. Quantity		Ampere Rating Max.				
						2P Circuits (Max.)	Type (Factory Installed except where noted)	Ampere Rating	Spaces	1P					
										Circuits		Tan-dems			
Meter Mains[3]															
QO	Surface Mount Only														
	Surface Mount—Supplied with Feed-Thru Lugs and Provisions for Branch Circuit Breakers														
	150 A	None	OH/UG	22 kA	QC816F150SS [4] [5]	1	QOM2150VH	150 A	8	16	8	150 A	A	350	8–2/0
		Lever	OH/UG	22 kA	QC816F150SLS [4] [6]	1	QOM2150VH	150 A	8	16	8	150 A			
	200 A	None	OH/UG	22 kA	QC816F200SS [4] [5]	1	QOM2200VH	200 A	8	16	8	200 A			
Lever		OH/UG	22 kA	QC816F200SLS [4] [6]	1	QOM2200VH	200 A	8	16	8	200 A				
Homeline	Surface Mount—Supplied with Feed-Thru Lugs and provisions for Branch Circuit Breakers														
	150 A	None	OH/UG	22 kA	RC816F150SS [4] [5]	1	QOM2150VH	150 A	8	16	8	150 A	A	6-350	8–2/0
		Lever	OH/UG	22 kA	RC816F150SLS [4] [6]	1	QOM2150VH	150 A		16	8	150 A	A	6-350	8–2/0
	200 A	None	OH/UG	22 kA	RC816F200SS [4] [5]	1	QOM2200VH	200 A	8	16	8	200 A	A	6-350	8–2/0
		Horn	OH/UG	22 kA	RC816F200SHS [4] [7] [5]	1	QOM2200VH	200 A	8	16	8	200 A	A	6-350	8–2/0
		Lever	OH/UG	22 kA	RC816F200SLS [4] [6]	1	QOM2200VH	200 A		16	8	200 A	A	6-350	8–2/0
	All-in-One Combination Service Entrance Devices [3]														
QO	Surface Mount Only														
	200 A	None	OH/UG	22 kA	QC2442M200SS [5]	1	QOM2200VH	200 A	24	42	18	200 A	A	6-350	8–2/0
Homeline	150 A	Horn	OH/UG	22 kA	QC2442M200SHS [7] [5]	1	QOM2200VH	200 A	24	42	18	200 A	A	6-350	8–2/0
		Lever	OH/UG	22 kA	RC2040M150SHS [7] [5]	1	QOM2150VH	150 A	20	40	20	150 A	A	6-350	8–2/0
	200 A	Lever	OH/UG	22 kA	RC3040M150SLS [6]	1	QOM2150VH	150 A	30	40	10	150 A	A	6-350	8–2/0
		None	OH/UG	22 kA	RC2040M200SS [5]	1	QOM2200VH	200 A	20	40	20	200 A	A	6-350	8–2/0
		Horn	OH/UG	22 kA	RC2040M200SHS [7] [5]	1	QOM2200VH	200 A	20	40	20	200 A	A	6-350	8–2/0
		None	OH	22 kA	SO2040M200SS [5]	1	QOM2200VH	200 A	20	40	20	200 A	A	6-350	8–2/0
		Lever	OH/UG	22 kA	RC3040M200SLS [6]	1	QOM2200VH	200 A	30	40	10	200 A	A	6-350	8–2/0

* Kit is to be installed between meter socket and Main Disconnect. May be used with Solar PV, Wind, fuel generators, and other power generation sources up to 80% of Mains Rating Maximum 160 A.

Table 1.67: Knockouts

Symbol	A	B	C	D	E	F	G	H	I	J
Conduit Size (in.)	1/2	3/4	1	1-1/4	1-1/2	2	2-1/2	3	3-1/2	4



[1] To order load centers and branch circuit breakers, see QO Plug-On Circuit Breakers, page 1-2 and Homeline Plug-On Circuit Breakers, page 1-16

[2] See Bolt-On Hubs, page 1-22

[3] Solar Ready Kit Part Number SR69064A * (This Kit Fits All Solar Ready Devices)

[4] Supplied with load side feed-thru lugs, for 4AWG-250 kcmil Al/Cu conductors.

[5] Suitable for load wires to exit top endwall with addition of Tunnel Kit OHBS. See (see Table 1.64 Accessories, page 1-28, check with local utility for approval.

[6] Suitable for load wires to exit top endwall with addition of Tunnel Kit OHBL. See (see Table 1.64 Accessories, page 1-28, check with local utility for approval.

[7] Device supplied with horn bypass and 5th jaw factory installed

Homeline Solar Ready PoN CSEDs

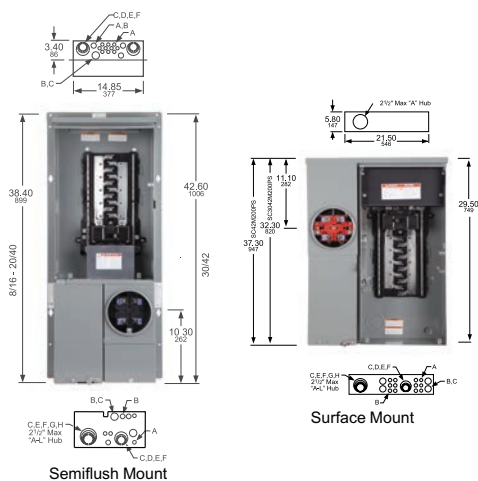
- Ring-type Meter Sockets
- UL Listed, suitable only for use as service equipment
- Service disconnect(s) are supplied factory-installed, except where noted
- Interiors accept plug-on neutral and pigtail style branch circuit breakers
- Supplied with a fully distributed neutral bar, all unused terminals may be used for equipment grounding wires
- Meets Federal Specification W-P-115c as Type 1, Class 2
- Solar Ready kit SR69064A fits all devices below
- All devices have a 3" KO in the bottom endwall
- Provisions for field installed CTs on All devices
- Meets EUSERC requirements

Table 1.68: All-In-One Combination Service Entrance Devices

Main Breaker	Bus Bar Ampere Rating	Bypass Type	Service Type	Short Circuit Current Rating	Cat. No. [1]	Service Disconnect(s)		Load Center and Branch Circuit Breakers (Order Separately Pages 1-2, 1-3, 1-4)				Hub Type (Order Separately [2])	Line Side Main Lugs AWG/ kcmil (Al/Cu)	Service Ground Lug AWG/ kcmil (Al/Cu)
								Max. Quantity			Ampere Rating Max.			
								Spaces	1P					
						2P Circuits (Max.)	Type (Factory Installed except where noted)		Circuits	Tandems				
Semiflush Mount Only														
200 A	225 A	None	OH[3]/UG	22 kA	SC816F200PF [4]	1	QOM2200VH	8	16	8	200 A	A-L	4-250	8-2/0
125 A		None	OH[3]/UG	22 kA	SC2040M125PF	1	QOM2125VH	20	40	20	110 A			
200 A		None	OH[3]/UG	22 kA	SC2040M200PF	1	QOM2200VH	20	40	20	200 A			
		None	OH[5]/UG	22 kA	SC3042M200PF	1	QOM2200VH	30	42	12	200 A			
225 A		None	OH[5]/UG	22 kA	SC3042M225PF	1	QOM2225VH	30	42	12	200 A			
Surface Mount Only														
150 A	200 A	None	OH/UG	22 kA	SC816F150PS [4]	1	QOM2150VH	8	16	8	150 A	A-L	4-250	8-2/0
		None	OH/UG	22 kA	SC816F200PS [4]	1	QOM2200VH	8	16	8	200 A			
		None	OH/UG	22 kA	SC2040M200PS	1	QOM2200VH	20	40	20	200 A			
		None	OH/UG	22 kA	SC3042M200PS	1	QOM2200VH	30	42	12	200 A			
		None	OH/UG	22 kA	SC42M200PS	1	QOM2200VH	42	42	0	200 A			

Table 1.69: Knockouts

Symbol	A	B	C	D	E	F	G	H	I	J
Conduit Size (in.)	1/2	3/4	1	1-1/4	1-1/2	2	2-1/2	3	3-1/2	4



[1] Accepts Solar Ready Kit Part Number SR69064A. Check with local utility for approval and order separately.
 [2] See Bolt-On Hubs, page 1-22
 [3] Suitable for OH service with addition of tunnel kit (SCTKP20). Check with local utility for approval and order separately.
 [4] Supplied with load side feed-thru lugs, for 4AWG-250 kcmil Al/Cu conductors.
 [5] Suitable for OH service with addition of tunnel kit (SCTKP30). Check with local utility for approval and order separately.



MILPITAS FIRE DEPARTMENT
FIRE PREVENTION DIVISION

455 E. Calaveras Blvd., Milpitas, CA 95035 (408) 586-3365, FAX (408) 586-3378

MEMORANDUM

DATE: June 12, 2017

TO: Adrienne Smith, Assistant Planner

FROM: Jaime Garcia, Fire Protection Engineer

Cc: Albert Zamora, Deputy Fire Chief

SUBJECT: NEW SOLAR CANOPY/CARPORT
430 EVANS RD
P-SD17-0009
(PJ #: xxxx)

The plans for the aforementioned project have been returned to the Planning Division. The Fire Department has the following comments (based on the 2017 California Codes):

Fire has the following notes.

Fire apparatus access. There shall be a min. of 20' clearance between the new structure and any existing structure. CA Fire Code Section 503.2.1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING
RESOLUTION 1626, THE CLASSIFICATION PLAN**

WHEREAS, the City of Milpitas has a Classification Plan adopted as Resolution No. 1626 on December 17, 1968, which has been amended from time to time, and which is in accordance with the Personnel Rules and Regulations of the City of Milpitas (Resolution No. 792 as amended); and

WHEREAS, amendments to the Classification Plan are necessary to account for changes within the organization, transfer of duties, new job responsibilities, and adjustments to salary ranges.

NOW THEREFORE, the City Council of the City of Milpitas hereby finds, determines and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. Resolution No. 1626, as amended, is hereby further amended to:
 - A. Re-assign the classification titled "Police Support Services Manager" from the MidCon Bargaining Unit to the Unrepresented Employees group.
 - B. Adjust the salary range for the "Police Support Services Manager" classification to \$112,500 - \$ 157,500.
 - C. Approve and adopt the job description for the classification of "Police Support Services Manager" as provided in **Exhibit A**, attached hereto.

Passed and adopted this _____, day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

EXHIBIT A



POLICE SUPPORT SERVICES MANAGER

City of Milpitas

Effective: 9/15/2017
Revised:
EEOC: Administrators
FLSA: Exempt
Unit: Unrepresented

DEFINITION

The Police Support Services Manager is a civilian managerial position that acts as manager over the Police Department's Communication Center and Records Unit. This manager receives direction from a Police Captain and is responsible for administrative work and supervision related to the assigned work groups. This manager will be responsible for developing policy and managing technical projects. The Support Services Manager must be capable of evaluating operational efficiency and implementing improvements timely.

DISTINGUISHING CHARACTERISTICS

The Police Support Services Manager is responsible for managing the Police Department's Communication Center and the Police Department's Records Unit. The incumbent may be required, on occasion, to work nights and weekends and must be willing to adjust his or her schedule, as needed.

The Communications Center is a primary Public Safety Answering Point (PSAP) that is also responsible for dispatching police, public works, and fire personnel. The PSAP receives 9-1-1 and business phone calls for the City of Milpitas and operates on a 24-hour, 7 day a week basis.

The Records Unit operates Monday through Friday and is responsible for processing police reports and warrants, preparing case files for the District Attorney's Office, preparing responses to Public Records Act (PRA) requests, and interacting with the public.

SUPERVISION RECEIVED AND EXERCISED

- Receives general direction from the Technical Services Division Captain or designee.
- Exercises supervision over Records Unit and Communication Center personnel.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

- Manages, directs, and organizes assignments of the Records Unit and Communication Center personnel.
- Formulates long-range plans related to personnel, technological improvements, and service delivery.
- Trains and evaluates personnel.

- Evaluates operational efficiency and implements improvements, when needed.
- Manages software and hardware upgrades in the assigned work groups.
- Prepares and monitors the Records Unit and Communication Center budget.
- Manages projects associated to the assigned work groups.
- Oversees and manages assigned contracts.
- Ensures compliance with Federal Communications Commission (FCC), Criminal Justice Information Control (CJIC), Department of Justice (DOJ), Criminal Justice Information Services (CJIS), California Law Enforcement Telecommunications System (CLETS), and National Crime Information Center (NCIC) policies and security regulations.
- Exercises sound decision-making and consideration when dealing with the public, colleagues, supervisors, and subordinates.
- Communicates effectively both orally and in writing.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Theory, techniques, principles and practices of emergency communications.
- Principles and procedures of record keeping.
- Law enforcement and fire service records management.
- Municipal budgeting practices.
- Principles of supervision, training, coaching, and performance evaluation.
- Leadership and personnel management.
- Public Safety Answering Point (PSAP) operations.
- Laws governing records retention and the California Public Records Act.
- Federal Communications Commission (FCC) and Department of Justice (DOJ) regulations.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Plan, direct, organize, coordinate, and manage the work of a complex public safety organization.
- Make decisions at a high-level and be able to respond to technical failures.
- Research and procure equipment related to a PSAP and a municipal record keeping work group.
- Prepare clear and concise written and oral reports.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Work cooperatively with other departments, City officials, and outside agencies.
- Effectively represent the City to outside individuals and agencies to accomplish the goals and objectives of the unit.
- Communicate clearly both orally and in writing.

- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, City staff, or other agencies on sensitive issues in area of responsibility.
- Coordinate and direct activities of the emergency Communications Center and Records Unit.
- Plan, organize, and review the work of assigned personnel.
- Manage, lead, coach, and mentor personnel.
- Supervise, train, and evaluate assigned staff.
- Work various shifts including nights, weekends, and holidays, and be willing to adjust schedule, as needed.

EDUCATION AND EXPERIENCE

Education:

- A bachelor's degree from an accredited college or university with major coursework in criminal justice, emergency management, organizational leadership, or a closely related field.
- A master's degree is highly desirable.

Experience:

- Five years of experience working in a public safety agency.
- Three years of recent experience comparable to a supervisor, preferably in a PSAP.

CERTIFICATE

- Possession of a valid Class C California Driver's License.
- Possession of and ability to maintain a Basic Public Safety Dispatcher Certificate issued by the California Commission on Peace Officer Standards and Training (POST) is highly desirable.

SPECIAL REQUIREMENTS:

Essential duties require the following physical abilities and work environment:

Work in a general office environment; sit and/or stand for long periods of time, repetitive keyboarding; reach, squat, lift, and carry up to 25 pounds; able to travel to various locations within and outside the City of Milpitas.

Approved by:

City Manager

Date

Human Resources Director

Date

Project No: Various
Project Name: Various

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF MILPITAS AND SCS ENGINEERS, INC.**

This Amendment No. 1 is entered into this ____ day of October, 2017, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and SCS Engineers, Inc. (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an agreement on October 7, 2014 entitled "Consulting Services Agreement between the City of Milpitas and SCS Engineers" ("Agreement") for on-call professional environmental engineering services for various City projects; and

WHEREAS, pursuant to Section 8.2 of the Agreement, the parties desire to extend the term of the Agreement to allow the Consultant to continue to provide on-call environmental engineering services for various City projects.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence of subsection 1.1, entitled "Term of Services" is amended to read:

"The term of this Agreement shall begin on the date first noted above and shall end on **October 7, 2019.**"
2. The Consultant agrees to maintain and pay for all insurance policies as stated in the Agreement, Section 4, entitled "Insurance Requirements" for the duration of the Agreement, as extended by Section 1 of this Amendment No. 1, above. The Consultant shall provide the City with renewal certificates of all required policies upon the expiration of the Consultant's current policies.
3. All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

This Amendment is executed as of the date written on Page 1.

APPROVED BY:

CITY OF MILPITAS

SCS Engineers

Steve J. Pangelinan, Acting City Manager

Joseph Miller, Vice President

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

**CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of October 3rd, 2017 by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and RMC Water and Environment, Inc., a corporation with its principal place of business at 2290 N. First Street, Suite 212, San Jose, CA 95131-2017 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following projects:

Bay Area Rapid Transit Project (BART), Project No. CP4165 and Montage Expressway Widening Project, Project No. CP4179 (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$ 10,000.00. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a

statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder by December 31st, 2018. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "C" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the

City, its officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents and volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the

work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign Terri O'Connor as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Milpitas

455 E. Calaveras Boulevard

Milpitas, California 95035

Attn: Steve Chan, Engineering

CONSULTANT:

RMC Water and Environment

2290 N. First Street, Suite 212

San Jose, CA 95131-2017

Attn: Mr. Marc Nakamoto

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee,

commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND RMC WATER AND ENVIRONMENT, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS

Approved By:

Steven Pangelinan
Acting City Manager

Date

Approved As To Form:

Christopher J. Diaz
City Attorney

RMC Water and Environment, Inc.

Signature

Name

Title

Date

EXHIBIT A

Scope of Services

The City of Milpitas desires Consultant support to assist with water system engineering services for the BART Extension Project (CP4265) and Montague Expressway Widening Project (CP4179). Consultant support services shall retroactively begin from January 1, 2017 through December 31, 2018.

Task 1 - Support Services

Consultant shall provide professional engineering support services for the BART and Montague Expressway Widening projects. Duties shall include:

- Review documents, such as plans, specifications, performance criteria, maps, submittals;
- Research maps and records;
- Water system modeling;
- Coordinate City responses on draft documents, such as plans, specifications, performance criteria, maps;
- Prepare documents, such as maps, charts, memos, meeting minutes;
- Track utility relocations;
- Review as-built plans;
- Manage documents; and
- Assist Milpitas staff as needed.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detained progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Estimated Level of Effort

Project	Principal (Hours)	Hourly Rate \$215	Sen. Engr (Hours)	Hourly Rate \$195	Proj Engr. (Hours)	Hourly Rate \$155	Total
CP#4179	1	\$215	16	\$3,120	10	\$1,550	\$4,885
CP#4265	1	\$215	16	\$3,120	10	\$1,550	\$4,885
							\$9,770

EXHIBIT C

Insurance Requirements

Please refer to the insurance requirements listed below. Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit C. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

- ___ Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ___ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ___ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

- ___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- ___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
- ___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

- ___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate
- ___ (If Design/Build), with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
- ___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

- ___ Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Contractor or Consultant makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor/Consultant Signature

Builder's Risk (Course of Construction):

- ___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Surety Bonds:

____ Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Contractor's or Consultant's Pollution Legal Liability:

____ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim and **\$2,000,000** policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

Additional Insured Status:

The insurance policies are to contain, or be endorsed to contain the following provision:

The City, its elected and appointed officials, officers, attorneys, agents, and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor or Consultant or any subcontractors including materials, parts, or equipment furnished in connection with such work or operations, including completed operations. General liability coverage can be provided in the form of an endorsement to the Contractor's or Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be

endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Primary Coverage:

The insurance policies are to contain, or be endorsed to contain the following provision:

For any claims related to this contract, the **Contractor's or Consultant's insurance coverage shall be primary insurance** as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees. Any insurance or self insurance maintained by the City, its elected and appointed officials, officers, attorneys, agents, and employees shall be in excess of the Contractor's or Consultant's insurance and shall not contribute with it.

Builder's Risk (Course of Construction Insurance) (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage **shall name the City as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain, or be endorsed to contain **that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice** by certified mail, return receipt requested to the City.

Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation Policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

Deductibles and Self-Insured Retentions (“SIR”):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor or Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years** after completion of work.

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.